

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	
)	
Schools and Libraries)	CC Docket No. 02-6
Universal Service Support Mechanism)	
)	
Request for Review and/or Waiver by)	
The Preston School District)	Application Number 945612
of the Funding Decision by the)	
Universal Service Administrative Company)	

**REQUEST FOR REVIEW AND/OR WAIVER
BY THE PRESTON SCHOOL DISTRICT
OF FUNDING DECISIONS BY THE
UNIVERSAL SERVICE ADMINISTRATIVE COMPANY**

Re: Appeal of Preston Public Schools (BEN: 140205), for denial of FY 2014
Application 945612 FRN 2574723

Pursuant to 47 C.F.R. § 54.719(a), Preston hereby respectfully submits this appeal of
decisions by the Universal Service Administrative Company (USAC) to revoke funding for FRN
2574723 for Funding Year 2014.

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I. INTRODUCTION

Preston Public Schools (Preston or the District) hereby respectfully requests that the Universal Service Administrative Company (USAC) reverse its decision to deny Schools and Libraries (E-rate) universal service funding to Preston for its FRN 2574723 on 471 Application Number 945612 for Funding Year 2014.

USAC denied the District's request for funding because USAC claims that the District did not select the most cost-effective bidder to provide its Internet access services. To the contrary, as the discussion below will explain, The District satisfied all of the program's competitive bidding rules and selected the most cost-effective services, when it considered price and its other evaluation criteria. USAC's use of a bright-line standard is contrary to Commission precedent stating no such bright-line test exists, and, regardless, *Ysleta* is not applicable here.

Upholding the denials of these applications will preclude a fair and open competitive bidding process in which all bids are fairly evaluated, render the competitive bidding process meaningless and will force schools to select a lower-cost bid, even if not the most cost-effective, contrary to program rules – and possibly their own competitive bidding requirements. For practical purposes, this ruling by USAC will make price the only factor that matters in the E-rate competitive bidding process. That will result in many applicants selecting services that do not provide the best value for them or, therefore, the E-rate program. Such an outcome would not serve the E-rate program or statutory goals. Thus, we respectfully ask USAC to reverse its decision and grant funding to the District for the two funding requests at issue.

II. BACKGROUND

Preston is a small, rural school district in northeastern Oklahoma. The district has approximately 600 students and at the time that the competitive bidding process was conducted,

the district did not have a full time IT person on staff. The district is severely understaffed for its IT needs. Pam Snowden is the only IT staff for the entire school. Mrs. Snowden is the High School Principal and District Treasurer and attends to IT issues “when time allows.”¹

For Funding Year 2014 the district filed a 470 requesting bids for Internet access and additional, unrelated services.² The District also released an Invitation for Competitive Bids (IFCB – also known as a Request for Proposal or RFP) on August 23rd, 2013.³ Included in this RFP were requests for Internet access and additional, unrelated services.

The District received seven bids for the Internet access portion of the RFP: Meet Point Networks, AirLink, BTC, Netwolves, Skyriders, Windstream and OneNet.⁴ After carefully evaluating the bids received, the District selected Meet Point Networks to provide their Internet access under a multi-year contract.⁵

On August 15th, 2016 USAC issued a Notification of Commitment Adjustment Letter (COMAD) that denied the funding request for Meet Point services on FRN 2574723.⁶ The reason for the denial states:

“You did not select the most cost-effective bid proposal. FCC rules state that in selecting a provider of eligible services, applicants must carefully consider all bids submitted and must select the most cost-effective service offering...The selected bid must itself be cost-effective compared to the prices available commercially and (the FCC) stated that ‘there may be situations...where the price of services is so exorbitant that it cannot, on its face, be cost effective. For instance, a proposal to sell...at prices two to three times greater than the prices available from commercial vendors would not be cost-effective...The bid chosen is over three times more costly than the bid offering from OneNet and Windstream...this violates the FCC requirement that applicants select the most cost-effective offering from the bids received.”

¹ Affidavit of Pamela Snowden

² FCC Form 470 #790640001144335.

³ IFCB, Exhibit 1

⁴ Bids Received, Exhibit 2

⁵ FCC Form 471 # 945612, Exhibit 3. The services also include 24 x 7 troubleshooting and repair, onsite visits to restore Internet access, firewall services, and email and web hosting.

⁶ Exhibit 4, Notification of Commitment Adjustment Letter, dated 8/15/2016.

Preston appealed USAC's COMAD letter on October 12, 2016. On October 25th, 2016 USAC issued the Administrator's Decision on Appeal letter (ADA Letter) denying Preston's request⁷.

By this letter, the District appeals USAC's decision to rescind its funding commitments. Commission rules allow 60 days for the filing of an appeal to USAC.⁸ Because this appeal is filed within 60 days of USAC's ADA letter, it is timely filed.

III. BECAUSE PRESTON SELECTED THE MOST COST-EFFECTIVE SERVICES, THEIR E-RATE APPLICATIONS FOR 2014 SHOULD BE RE-INSTATED.

Federal Communications Commission rules require applicants to seek competitive bids for all services and equipment eligible for E-rate discounts.⁹ Applicants are required to "carefully consider all bids submitted" and to select "the most cost-effective service offering" using the price of eligible goods and services as the primary factor.¹⁰ Under section 54.511(a) of the Commission's rules, an applicant "may consider relevant factors other than the pre-discount prices" submitted by providers to determine which service offering is the most cost-effective, so long as price is the primary factor considered.¹¹

The Commission's *Tennessee Order* ruled there is a presumption of cost-effectiveness when the applicant meets all of the requirements of the competitive bidding process and when the applicant pays its share of the costs.¹² Nevertheless, USAC alleges that the District did not

⁷ Exhibit 5, Administrator's Decision on Appeal Letter 10/25/2016

⁸ 47 C.F.R. § 54.719(a); 47 C.F.R. § 54.720(b).

⁹ See 47 C.F.R. § 54.503(a)-(b) (2014). See also *In the Matter of Fed.-State Joint Bd. on Universal Service*, CC Docket No. 96-45, Report and Order, FCC 97-157 at ¶ 480 (1997) (*First Universal Service Order*) (finding that "fiscal responsibility compels us to require that eligible schools and libraries seek competitive bids for all services eligible for [E-rate] discounts.").

¹⁰ *Id.* at § 54.511(a) (2012) and (2014). See also 47 C.F.R. §§ 54.503(c)(2)(vii), 54.504(a)(1)(xi) (2012) (requiring applicants to certify on FCC Forms 470 and 471 respectively that the most cost-effective bid will be or was selected).

¹¹ 47 C.F.R. § 54.511(a).

¹² *Tennessee Order* at ¶¶ 9-12 .

select the most cost-effective service offering. USAC claims that the District's selection of services that cost more than two times another bid violates the Commission's directive in *Ysleta*.¹³ The "standard" used by USAC, however, has never been adopted by the Commission as a bright-line standard for cost-effectiveness. USAC is also applying this standard to compare bids that provide different service components (that are eligible). Further, the dicta in *Ysleta* is not applicable to this case.

A. Preston Followed E-rate Competitive Bidding Rules to Select the Most Cost-Effective Bid, Contrary to USAC's Allegations.

In the *Universal Service Order* establishing the E-rate program, the Commission agreed with the recommendation of the Federal-State Joint Board on Universal Service that schools and libraries should not be required to choose the lowest-priced service but instead should be allowed the "'maximum flexibility' to take service quality into account and to choose the offering or offerings that meets their needs 'most effectively and efficiently.'"¹⁴ In the *Second Report and Order*, the Commission codified the requirement that price must be the primary factor when applicants analyze bids they have received.¹⁵

¹³ See Funding Commitment Decision Letter; *Request for Review of the Decision of the Universal Service Administrator by Ysleta Independent School District El Paso, Texas, et al.*, Order, FCC 03-313, 18 FCC Rcd 26407, n. 138 (2003) (*Ysleta Order*).

¹⁴ *Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Report and Order, 12 FCC Rcd 8776, at ¶ 481 (1997) (*Universal Service Order*) (quoting the Joint Board's recommendation).

¹⁵ See *Schools and Libraries Universal Support Mechanism*, CC Docket No. 02-6, Second Report and Order and Further Notice of Proposed Rulemaking, 18 FCC Rcd 9202, FCC 03-101 (2003) (codifying 47 C.F.R. §54.511(a)) (*Second Report and Order*); see also *School and Libraries Universal Support Mechanism*, CC Docket No. 02-6, Fifth Report and Order and Order, 19 FCC Rcd 15808 (2004) (codifying 47 C.F.R. § 54.504(b)(2)(vii) and 47 C.F.R. § 54.504(c)(1)(xi)) (*Fifth Report and Order*).

Significantly, the Commission's rules have never required schools and libraries to select a provider offering a lower price, even among bids for comparable service.¹⁶ Given that price, as a category, only has to be weighted one point higher than any other category,¹⁷ however, it is quite likely that a vendor could be awarded fewer points in the cost category yet still win the bid based on points earned in the technical (non-price) categories. In fact, the Commission has stated repeatedly that price cannot be the only factor for the obvious reason that "price cannot be properly evaluated without consideration of what is being offered."¹⁸

The District met the Commission's requirements by giving more weight to price than to any other factor it used in the selection process and by appropriately awarding points in the other non-cost factors. The bid evaluation sheets used by the District allotted a maximum of 25 points for the price of eligible goods and services.¹⁹ The other categories – service history, expertise of company, understanding of needs/completeness of bids, and the location of the company – all had maximum points of 20 or fewer.²⁰

In funding year 2014, Preston received seven bids for its Internet access services. In addition to the price category, as described above, Preston evaluated bidders based on service history; the expertise of the company; understanding of the district's needs/completeness of bids; and the location of the company. In the bid evaluation process Meet Point received the most

¹⁶ *Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Report and Order, 12 FCC Rcd 8776, 9029, para. 481 (1997) (subsequent history omitted) (*Universal Service Order*). See also *Tennessee Order* at ¶ 9 ("Even among bids for comparable services, however, this does not mean that the lowest bid must be selected.").

¹⁷ If, for example, a school assigns 10 points to reputation and 10 points to past experience, the school would be required to assign at least 11 points to price. See *Ysleta Order* at ¶ 50, n. 138.

¹⁸ *Tennessee Order* at ¶ 8.

¹⁹ Bid Evaluation Sheets, Exhibit 6.

²⁰ *Id.*

points of any of the Internet bids - 80 points.²¹ Meet Point earned the most points for the location, service history, expertise of the company, and understanding the needs/completeness of bids categories, Net Wolves (as the lowest bidder) received the maximum amount of points allowed for price of eligible goods and services: 25 points.

Most importantly, Preston considered the quality of service, as the Commission explicitly recognized in *Tennessee*, and selected the bid that met its needs “most effectively and efficiently.”²² To meet the needs of its students and teachers, Preston required an Internet access service that provided strong network security and an Internet Service Provider that would be able to quickly restore service²³. The only IT person on staff, Mrs. Snowden, was primarily the High School Principal and District Treasurer – she was only able to address IT issues as time allowed. Meet Point received higher scores for “Expertise of Company” bid criteria because they were the most knowledgeable and offered a package of (eligible) services that no other bidder offered in total – specifically on-site turn up for service, on-site visits to restore Internet access and firewall services. **Of the 7 bids received for Internet access, only Meet Point offered all of those services.** This was especially important for a district which had no full time IT staff. As noted by the Commission, applicants cannot properly consider price without consideration of what services are being offered. Here, Meet Point offered a package of additional services that no other bidder included in their offerings.

Additionally, Meet Point had a direct line of communication – when issues arose with Meet Point the school had the cell phone numbers for the principals in the company. These services and the direct line of communication are especially important the school district. Preston

²¹ *Id.*

²² *Tennessee Order* at ¶ 9

²³ Snowden Affidavit, Para. 9

felt that it was essential that it had a company that could resolve any issues in the most expeditious manner possible. It was not beneficial for the district to have a service that required a lot of staff time in the restoration process. When the Internet is down, the teacher cannot skip a lesson or wait until next week when the Internet is working again. Every minute of classroom time is valuable, especially with the demands upon the education system today. Similarly, online testing cannot be pushed to a different time. Therefore, service quality (and the ability to quickly restore that service) is an essential component of the selection process.

Meet Point received higher scores in the non-price categories based upon the District's direct experience with the staff of Meet Point in the prior funding year. The staff at Meet Point had been responsible for initiation of the Internet services; configuration of the router; determining the cause of any issues with the services and resolving those issues; and the configuration, administration and issue-resolution of email services. Their work ethic demonstrated a commitment to providing the best services for the District. As the Commission has noted, "[A] school should have the flexibility to select different levels of services, to the extent such flexibility is consistent with that school's technology plan and ability to pay for such services."²⁴ The quality of service and responsiveness when problems arise are especially important to small districts that have few employees focusing on technology.

Preston evaluated the Internet access providers based on categories that it determined were important. That evaluation led Preston to select the service provider with the offer that best met the District's needs. It choose Meet Point because it determined that the service history, expertise of the company, and the company's packages of services offered were superior to that of other providers – as allowed and encouraged by Commission orders and E-rate program rules.

²⁴ *Tennessee*, Para. 9

B. The Commission Has Never Established a Bright-Line Standard, as USAC Has Done Here.

After adopting the guidance on cost-effectiveness in *Tennessee*, the Commission declined to adopt a bright-line standard for cost-effectiveness. In the *Third Report and Order* – released two weeks after *Ysleta* – and in a paragraph directly referencing *Ysleta*, the Commission specifically noted it did not have a bright-line test for cost-effectiveness: “Nor do our rules expressly establish a bright line test for what is a ‘cost effective’ service.”²⁵ The Commission has twice sought comment on whether to adopt specific standards or provide additional guidance with respect to this rule, but has so far declined to do so.²⁶

Contrary to these Commission declarations, however, USAC points to *Ysleta* as support for stating that Preston’s services are not cost-effective, by stating that the services selected through Preston’s competitive bidding process were more than two times the OneNet bid. There

²⁵ See, e.g., *Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Third Report and Order and Second Further Notice of Proposed Rulemaking, FCC 03-323, at ¶ 87 (*Third Report and Order*) (“Our rules do not expressly require, however, that the applicant consider whether a particular package of services are the most cost effective means of meeting its technology needs. Nor do our rules expressly establish a bright line test for what is a “cost effective” service.”); *Modernizing the E-rate Program for Schools and Libraries*, WC Docket No. 13-184, Notice of Proposed Rulemaking, FCC 13-100, at ¶ 213 (*Modernization NPRM*) (“[W]e seek to refresh the record on whether we should adopt bright line tests, benchmark or formula for determining the most cost-effective means of meeting an applicant’s technology needs.”). It is notable, however, that the Commission appeared to focus on situations where no bid or only one bid was received, and those situations where applicants are selected expensive priority one services simply because they are supported, even though they are unnecessary or when less expensive services would fill the same need. *Modernization NPRM* at ¶¶ 203, 212-213.

²⁶ In 2003, in the *Third Report and Order*, the Commission sought comment on whether it should codify additional rules to ensure that applicants make informed and reasonable decisions in deciding for which services they will seek discounts. *Third Report and Order*, at ¶ 87. In the *Modernization NPRM*, the FCC sought comment on adopting new standards for cost-effectiveness. *Modernization Order*, at ¶¶ 211-216. In the *First Modernization Order*, the Commission provided limited guidance related to the showing of cost-effectiveness necessary to receive funding for data plans for wireless devices and wireless air cards providing Internet access. The Commission ruled the wireless services are not cost-effective if they are duplicating service already being provided. *Id.* at ¶ 151.

are several problems with USAC's reliance upon *Ysleta* here. First, USAC appears to be establishing a bright-line rule even though the Commission has expressly stated that it has not adopted a bright-line standard.²⁷ As USAC is aware, USAC cannot interpret Commission rules.²⁸ As such, USAC should not use a bright-line standard of "two times" other bids to determine that services selected through Preston's competitive bidding process are not cost-effective. Further, the Commission directed USAC to review its approach to cost-effectiveness reviews and then share the information with applicants and services providers before it attempts to implement a new approach, with oversight performed by the Wireline Competition Bureau and the Office of the Managing Director.²⁹ As of the date of filing this appeal, USAC has not provided this information. It is a potential violation of the Administrative Procedure Act and, at a minimum, fundamentally unfair to applicants to adopt a new standard of review and simply not tell the applicants what the standard is before holding them to it. In fact, the Commission should seek comment in a rulemaking process to establish a new standard, as it has done twice before without adopting such a standard. As the Commission has recognized by seeking comment on this issue, the Commission should adopt an order revising its own precedent if it desires to do so.³⁰

Second, *Ysleta*'s facts are not applicable to this situation. The Commission in *Ysleta* analyzed a competitive bidding process in which the school district received one or no bids.³¹

²⁷ See *Third Report and Order* at ¶ 87; *Modernization NPRM* at ¶ 213.

²⁸ 47 C.F.R. § 54.702(c).

²⁹ *Modernizing the E-rate Program for Schools and Libraries*, WC Docket No. 13-184, *Connect America Fund*, WC Docket No. 90-90, Second Report and Order and Order on Reconsideration, FCC 15-189 (2014) at ¶ 126.

³⁰ *Third Report and Order*, ¶ 87; *Modernization NPRM*, at ¶¶ 213.

³¹ *Ysleta* at ¶ 54.

Preston sought bids through the FCC Form 470 process for its E-rate eligible services. In *Ysleta*, the Commission stated – in dicta – that a price for a piece of *equipment* two to three times “the prices available from commercial vendors would not be cost-effective, absent extenuating circumstances.”³² The example the Commission gave in *Ysleta* was of a piece of equipment. Equipment, unlike services, are commodities and more easily comparable, especially if it is the same brand and model. Even so, people often make purchasing decisions based on the quality of the brand of the product. The same is true – and even more so – for services. Evaluations of competing services are, of course, different than evaluating bids for the same piece of equipment. When evaluating a service, Applicants will have to consider the reliability of the service, the ability of the service provider to restore service in downtimes (including the technical expertise of the staff), and if the service provides the elements the Applicant would be purchasing (for example, are we really getting the amount of Internet access we have ordered?). Accordingly, USAC should not use *Ysleta* to support its analysis when comparing services, especially when the bids are different and include different, eligible services – such as on-site technical support and firewall services. As described above, Preston compared the quality of services of Meet Point with the services provided by the other carriers and reached the conclusion that Meet Point’s services were superior.

Third, the *Ysleta* decision does not establish a standard that applicants are precluded from selecting bids that are twice as expensive as “the lowest bid.” The standard in *Ysleta* is “two or three times” the prices that are commercially available for those services,³³ which begs the question: *What would have been the pricing of the lower bidders have they included the additional, **eligible** services that Meet Point provides, or if those lower-priced bidders had the*

³² *Id.*

³³ *Id.*

level of expertise of the Meet Point staff? Of course, the answer to that question is “unknown” which means comparing these two bids using the *Yselta* standard is an improper exercise to compare costs and is not a fair evaluation of what is and is not cost effective.

Finally, the Commission in *Ysleta* was also describing a situation in which there was only one bidder, and therefore no competitive bidding, this precluding the applicant from any comparison of services or price.³⁴ In such a case, the applicant is at the mercy of the service provider’s pricing and does not have a choice as to providers. Preston was not held hostage to one provider. It received multiple bids and made a reasoned judgment regarding the services and comparative costs that met its needs through its competitive bidding process.

The reason that Preston selected a more expensive service provider – even though funding for schools is tight in Oklahoma – is that a properly functioning Internet service is critical to the success of its students. The evaluation categories of location, service history, expertise of the company and understanding the needs of the District all relate to whether the Internet access service will function as expected or be repaired as quickly as possible. Internet access services are as important to Preston as its other utilities, including heat and water. With the way the curriculum is structured, the schools simply cannot function if the Internet is not accessible. It is not cost-effective for either the District or the E-rate program to pay for an Internet service – no matter how inexpensive it is – that does not further the goal of providing students with access to greater educational opportunities. Further, the District believed it was cost-effective for its needs as a small, rural district, to pay extra for a service that included enhanced levels of support and protection (*i.e.*, the firewall). Preston chose the service provider that was most cost-effective for its needs.

³⁴ *Id.*

C. USAC's Decision in This Case Undermines Program Policies and Goals

Application of USAC's decision on a consistent basis will not further E-rate program policies and goals. First, it will force applicants in some cases to select a provider that does not offer the most cost-effective services for the applicants' needs – and likely could cause applicants to perform a disingenuous bid review process. Second, this decision could require applicants to weight price more heavily in the bid evaluation process – which is not required by Commission rules – in order to try to meet USAC's newly created standard. Finally, the District will suffer significant harm if its funding is denied.

First, USAC's attempt to second-guess the work of the evaluator will force applicants to select a lower-priced offering, regardless of quality or other relevant criteria, so they will not be subject to second-guessing months or years after the conclusion of the competitive bidding process. Schools and libraries cannot wait two or three years to know whether their funding requests will be rescinded for them to assess the net impact on their budgets, and accordingly they cannot contract for services given the uncertainty created by this review process. To prevent this outcome, they will be forced to select a lower-price bidder, notwithstanding their review of the vendors' bids using the other factors important to the individual applicants.

Using such a standard will lead to a disingenuous bidding process. Applicants are required to consider all valid bids received.³⁵ Is it really USAC's position that an applicant must evaluate a bid that is two times more expensive than the other bids, but that bid (under USAC's interpretation of *Yselta*) must always lose? Are applicants supposed to manipulate the evaluation process so that the more expensive vendor receives fewer points, notwithstanding the reviewer's actual analysis of the bid responses? A fair and open competitive bidding process cannot have

³⁵ 47 C.F.R. § 54. 511(a).

pre-determined outcomes. Such a result could cause applicants to violate their own competitive bidding requirements. Further, what is the point of allowing the applicant the “maximum flexibility” to consider service history, quality of service, or other reasonable factors of a bid that USAC has pre-determined must always lose? An applicant that follows all of its own state and local procurement rules should not be prohibited from selecting a bid that meets its needs, but for a non-codified standard that USAC has decided to impose. If it is truly the intention that bids that are twice as much as the lowest bid are, on face, not cost-effective and should never win, then the Commission needs to explicitly allow applicants to disqualify those bids before the bid evaluation process begins, even if no disqualification factors are listed by the applicant in the FCC Form 470 and/or RFP. As it stands right now, applicants are required by FCC rules to evaluate all bids received and applicants do not have the authority to disqualify bids that are twice as expensive as the lowest bid received.

Second, USAC’s denial suggests the price differential should have been weighted more heavily than the District weighted it. To reach such a result, USAC is effectively overruling Commission precedent that only requires that pricing be given at least one more point than any other individual category.³⁶

³⁶ As described above, USAC appears to be going beyond Commission precedent to establish a new standard without basis in Commission precedent. USAC, however, is not authorized by the Commission to interpret Commission rules. Under the Commission’s rules, USAC “may not make policy, interpret unclear provisions of the statute or rules, or interpret the intent of Congress.” 47 C.F.R. § 54.702(c). To the extent the Commission’s rules are unclear, USAC has no authority to act without first seeking guidance from the Commission. *See id.* Moreover, the District proceeded entirely in accordance with Commission precedent when it evaluated relevant factors other than price. As a result, USAC has acted outside its authority by finding that Preston, despite having strictly followed the Commission’s rules and precedent, failed to adhere to the Commission’s requirements. Furthermore, if the Commission decides that a revision to the rule would advance program goals, such an interpretation should be provided by the Commission before it is applied, and following a notice-and-comment rulemaking.

At a minimum, USAC's decision here substitutes its judgment on the merits of the competitive bidding process for that of the District. When the Commission established the rules for the E-rate program in 1997, it stressed that a fundamental principle would be the determination of local needs by local decision-makers regarding what services would work best for that school or school district.³⁷ It did not try to impose a top-down regime where the federal government decided the merits of each service choice of a particular school or district. The idea was that the thousands of schools and districts would know their own technology needs better than the federal government. The Commission has not wavered from this principle. If this decision stands, USAC would be free to evaluate the merits of the respective bidders without the knowledge that applicants have regarding service quality, service history, personnel qualifications, and the value they are receiving for the services purchased. There is simply no way USAC can make a proper evaluation of the bids without that information. In this case, while Preston has attempted to provide that information in responses to USAC's reviews, it appears that USAC has discounted the information or failed to take it into consideration, focusing exclusively on the price of the services.

D. If USAC Still Finds the Services Were Not Cost-Effective, USAC Should Commit Funding for Preston at a Level That Is Cost-Effective

USAC should, at a minimum, approve part of Preston's funding request. There is precedent for such an approach. In the *Fifth Report and Order*, the Commission provided direction for USAC for recovery of funding when it was improperly disbursed.³⁸ Cost-

³⁷ *Universal Service Order* at ¶¶ 481, 574.

³⁸ *Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Fifth Report and Order and Order, FCC 04-190 (2004) at ¶¶ 15-44 (*Fifth Report and Order*).

effectiveness is not directly addressed in that order.³⁹ However, some of the other illustrations provide guidance for the cost-effectiveness rule. If a carrier charges the beneficiary “an inflated price,” the *Fifth Report and Order* directs that USAC should recover amounts disbursed in excess of what similar situated customers are normally charged in the marketplace.”⁴⁰ Similarly, here, if the standard is that cost two times other pricing is not cost-effective, then, by implication, a price 1.9 times the cost is cost-effective. As such, USAC could calculate the cost of the eligible service at 1.9 times that of a lower price and fund that amount for Preston. In addition, the Commission has ruled that, when two providers are providing the same service and one is less expensive, the applicant shall be reimbursed for its Internet connection at the lower rate.⁴¹ Following that logic, USAC could reimburse the applicant at the rates offered by a different provider. Such an approach would minimize the harm caused by USAC’s delay in determining it had an issue with Preston’s selection of Meet Point as its service provider.

* * *

³⁹ *Id.* The Commission states that full recovery is appropriate for competitive bidding violations. However, this is not a competitive bidding violation. USAC found no issues with the competitive bidding process; it disagreed with the outcome. There are no allegations that the process was not fair and open, price was not the primary factor or that bids were not solicited for at least four weeks.

⁴⁰ *Fifth Report and Order* at ¶ 30. The Commission also discusses situations in which the beneficiary has requested a “clearly excessive” level of support. That situation is not applicable here, as the examples are those when the beneficiary is requesting a number of lines or equipment that is beyond what is necessary. There is no dispute here that the District requires this level of capacity for broadband services, nor are there any allegations that these services are duplicative or redundant.

⁴¹ *Schools and Libraries Universal Service Support Mechanism*, Requests for Review by Macomb Intermediate School District, CC Docket No. 02-6, Order, FCC 07-64 at ¶ 9 (2007). This rule is applicable when the applicant could have purchased all of the services from one provider at the lower rate but chose not to, and when the services provided do not exceed the total capacity required.

For the reasons stated above, the District respectfully requests that USAC reconsider its initial decision and grant its funding requests for FY 2014. As the foregoing has demonstrated, the District met the Commission requirements for competitive bidding, and selected the most cost-effective bid available to meet its needs.

List of Exhibits

Exhibit 1 Invitation for Competitive Bid (AKA: RFP)

Exhibit 2 Bids Received

Exhibit 3 FCC Form 471

Exhibit 4 Notification of Commitment Adjustment Letter

Exhibit 5 Administrator's Decision on Appeal

Exhibit 6 Bid Evaluations

**Before the Federal Communications Commission
Washington, D.C.**

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Request for Review and/or Waiver)	Application Number: 945612
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Affidavit of Preston School District

I, Pamela Snowden, swear:

BACKGROUND

1. I am technology director and have been for 16 years.
2. I became a Business Education Teacher in 1975. I taught computer science, programming, and computer literacy. I had my own server in my classroom for years.
3. Bachelors Degree in Business Education from SOSU; Master's Degree in School Administration from NSU
4. Preston is a small rural district with approximately 600 students in PK-12. We have 4 classrooms and a library.
5. Our school district is in need of a larger broadband. I am the only IT Staff for all of the Preston School District (PK-12 grade). I am primarily the high school principal. I service as principal, district treasurer, and IT person. When time allows, I do the IT work. Preston School District felt that although the Meet Point bid was more expensive than the other bids, Meet Point also provided services that were needed by the district (as we are severely understaffed for our IT needs) that no other provider offered. I am responsible for 45 workstations, 273 desktops, 128 laptops, 10 iPad tablets, 1 Microsoft tablet, 25 interactive whiteboards, one 60 inch messaging television, and 2 interactive

tables. I have a total of 558 devices that use the internet. At 10 mg, we did not have enough bandwidth for all the devices. Preston

School District had to purchase more expensive Internet access from Meet Point because they provided higher levels of customer support and I had to have support for all that I am responsible for.

IMPORTANCE OF TECHNOLOGY

6. Our school uses MASS financial accounting, student records, lunch records, gradebook.

All of the yearly reports for state and federal are done on the WAVE site. Student testing is done on the internet. (We have to make everyone stay off their computers when we are testing because our broadband is not strong enough.) Students test online in classes and teachers are connected to gradebook where the results go automatically to gradebook. Teachers and other staff print tests and study guides from their computer to a copier. All teachers test, take virtual field trips, integrate technology in lesson plans, student attendance is done on computers, and parent communications is done on our website

7. Teachers can't have class using the computers, attendance can't be entered, reports can't be done, testing can't be done if we don't have sufficient internet. This has happened many time when someone at school has maxed out the bandwidth. Our phone lines in the office won't work if the internet is down.

8. AT&T was our provider for years and would still be our provider, but the service was awful. At first I knew who to call when we had issues, then that person didn't work for AT&T anymore and I did not who to call. They sent us overdue bills for services that AT&T ended. Their bills were extremely hard to understand. I was always calling to see if had to pay this amount. We wanted someone we could call and get on the phone when we had trouble and someone with simple bills. I had a bad experience with the salesman

from Windstream . He showed up at school unannounced several times and acted like we had no choice, but to choose Windstream. OneNet used to be Preston's provider a long time ago, when e-rate first started. I did not want to do business with them again.

THEPROCUREMENT

9. In 2014 as Technology Director:

- i. We needed affordable connectivity sufficient to handle our needs. We wanted to change to fiber from Tls and we were building a new building a half mile from the old. We understood that doing away with the Tls and adding fiber we do well with 20MG.
- ii. We needed reliable connectivity to support the learning and teaching experiences;and
- iii. We needed quality connectivity to assure that the schools received content appropriate to their needs, and filtered out content that was inappropriate.
- iv. We needed network protections (i.e., firewall) sufficient to protect the network from third-party spam, attacks, and viruses.
- v. We needed to ensure that, if the network went down, our provider would be available to assist with restoring service as soon as possible.

10. Accordingly, I decided what evaluation criteria to use to evaluate the bids received.

11. I received a list of possible categories from our consultant, CRW Consulting, but I determined which categories we would use for evaluation of the bids.

12. The competitive bidding process was fair and open. Meet Point did not have any role in the development of the RFP nor did it have any information not available to any other bidder.

THE EVALUATION PROCESS 2014 (Internet)

13. I decided to use Price (25 pts), Service History (20 pts), Expertise of Company (20 pts), Understanding of Bids (20 pts), Location of the Company (20pts). The total of all points equaled 100 and Price received the most points.

14. We were in the process of building a new building and I had to try to think about our infrastructure when deciding the bids from each company. We had 4 Tls at the time. All of our computers except 4 were Windows XP. I felt like we needed fiber run to the new building. I did not know anything about any of the businesses who bid for our internet service except I knew that Meet Points had the expertise for what we needed at Preston. I did not think the other bidders had the quality of service we needed, the ability to meet our requirements, certain providers looked very risky, other company's stability, and I did not know their personnel.

15. I used a Full Evaluation Form. I evaluated each bid by the same service level. I did the evaluations myself and used each company's proposals to do evaluation. It took me over a week to do these evaluations. When I finished them, I showed them to my superintendent, Mark Hudson. I wanted his okay because Meet Points ended up with the most Total Points, but had the highest price.

- Preston had used Meet Points previously as subcontractors for AT&T. Every time I had Tls down and called AT&T to tell them we were down they would tell us it wasn't AT&T, then I would call Meet Points and they would call AT&T and come to Preston to look at our Tls. I can remember at least two of these times that water was over the lines on Old Highway 75 and the problem was AT&T. AT&T's Technician would call and say they checked the line and it wasn't wet, then after call from me and Meet Points saying it was on

them they would call and say it hadn't showed it was wet earlier. Meet Points came to our server room and where our internet cables come into the room and showed me how to check to see if our internet was down on our side or AT&Ts. When I first took over as Technology Director for Preston, I didn't know where anything was to do with the internet coming in to any of the buildings. Meet Points came and went building to building with me and showed me where everything was and showed me how to draw a diagram of where everything was for each building. Everytime I had problems with the internet I called Meet Points. I had cell phone numbers for Mike Pennell and Beverly Fielding. I could never get AT&T on a cell phone. When I finally got AT&T to answer a call; they would say it wasn't them. I would call Meet Points and they would call AT&T for me. We would find out it was AT&T. The AT&T bills were hard to read. I called CRW consulting constantly to find out what we had to pay.

- I know that OneNet had a lower bid than Meet Point's bid, but I had heard that OneNet oversubscribed -meaning you might order a 50 Mb circuit but only get 25 Mb. I had to go with the company that I trusted for Preston.
- Meet Point's bid included: on-site tech support and firewall services, Windstream and OneNet did not offer these services.

16. The total points awarded were 100 points.

USAC REVIEW OF THESE APPLICATIONS

17. As I understand the standard, we were to make a choice of the most "cost-effective" provider. Accordingly, we evaluated the quality of the services offered and

the price of those services and chose the best fit for our needs.

I certify under penalty of perjury that the foregoing is true and correct.

Name: Pamela Snowden
Signature Pamela Snowden
Address: P.O. Box 40, Preston, OK 74456

Subscribed and sworn to before me this 14th day of Dec, 2016.

'[Seal]

Kathy Dalcour

Notary Public

Exhibit 1: Invitation for Competitive Bid (AKA: RFP)

IFCB Posted
23 August 2013

Preston School District

District Address

PO Box 40
Preston, OK 74456

IFCB ID: 569820001142301



Bid Deadline:

11 October 2013

Questions Due By:

04 October 2013

IFCB Requirements

- All Questions and Bids must be submitted using the on-line IFCB system. If for some reason the system is down before the respective deadline, please email your bid to info@crwconsulting.com or fax it to 918.445.0049. Bids or questions submitted in this fashion will be disqualified if the on-line system is active at the time of submission.
- Bidder must agree to participate in USF Program (AKA "E-rate") for the corresponding funding year.
- Please include the correct Service Provider Identification Number (SPIN) on your bid.
- By submitting a bid, bidder certifies that the bidder does have a valid (non-red light status) SPIN for the E-rate program at the time of submission. Should the Applicant discover that the bidder is on red light status, or if the FCC classifies the bidder as on red-light status before work is performed and invoices are paid, the contract will be null and void and the applicant will have no payment obligations to the bidder.
- Bidder is expected to provide the lowest corresponding price per E-rate rules. See <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx> for details.
- Contracts must not prohibit SPIN changes.
- Bidder must agree to provide the Applicant the choice of discount methods (SPI or BEAR).
- Bidder will be automatically disqualified if the District determines that the bidding company has offered any employee of the District any individual gift of more than \$20 or gifts totaling more than \$50 within a 12 month period.
- All contracts awarded will be contingent upon E-rate funding and final board approval. The applicant may choose to do all or part of the project upon funding notification.
- All contracts awarded under this IFCB bidding process may be voluntarily renewed by the applicant, upon written notice to the provider, for five consecutive one year terms.

UPDATE 9/12/13: A new Form 470 has been posted #790640001144335 (for the same services). If you have previously submitted a bid you do not need to resubmit. The only change to this IFCB is the extension of both the Question and the Bid Deadlines.

Services and Equipment Requested

Long distance service - Applicant currently uses approx 60 minutes per month

Cellular phone service - Approx 1 line including internet access/data plans

Internet Access - Applicant currently has 6Mb bandwidth and would like to upgrade to 20Mb fiberoptic cable; applicant will consider additional bandwidths. Bids should clearly identify any installation costs/fees. The terminating address for this circuit is 10165 Pringey Avenue, Preston, OK 74456; the area code and prefix are (918) 756.

Bid deadline has been reached.



Questions Received with District Answers:

Question deadline has been reached.

Q: 1. How many wireless lines will you be needing? 2. How many voice minutes will you need per line? 3. Do you want your voice minutes to be pool between users? 4. How many of those numbers will require data services? 5. Of those lines with data what size / amount of data would be needed? 6. If you need text messaging, how many lines and how many messages per line? 7. If you need data service for tablets, how much data do you need per tablet?(ipad/tablet) 8. If you need wireless data service for a laptop, how much data do you need? 9. Do you need push to talk service? Once we receive this information back we will respond with a quote / proposal for your funding.

A: The one cell phone line was listed in error. The district does not need any cell phone service and will not be applying for it next year.

[Go Back](#)

Exhibit 2: Bids Received

AIRLINK INTERNET SERVICES PROPOSAL FOR 20MB INTERNET ACCESS

For Preston School District

Preston School District BEN:	140205
Form 470 Application Number:	790640001144335
Applicant's Form Identifier:	Preston Y17 #2
AirLink Internet Services SPIN:	143037273

AirLink Internet Services is pleased to submit this proposal to supply the **Preston School District** with high-speed internet access of 20Mb/s.

Specific Objectives

- To install and service a wireless, high-speed link capable of delivering up to 50Mb/s to the Preston School District. The excess capacity will permit future expansion of bandwidth without the need to upgrade existing infrastructure.
- To provide the students of Preston School District access to interactive digital content delivered through high-speed broadband. This means third-graders can explore the surface of the sun through high-definition video as they learn about the solar system. It means middle schoolers can experience history lessons through interactive videos. It means high schoolers can explore geometry with 3D tools.
- To provide Preston School District staff and teachers direct access to online communities such as Middle Web, the Teacher Leaders Network and the Teachers Network bring novice and expert educators together in a Web-based professional community. The online mentorship gives novice teachers access to accomplished practitioners eager to strengthen the profession at its roots.

An Opportunity

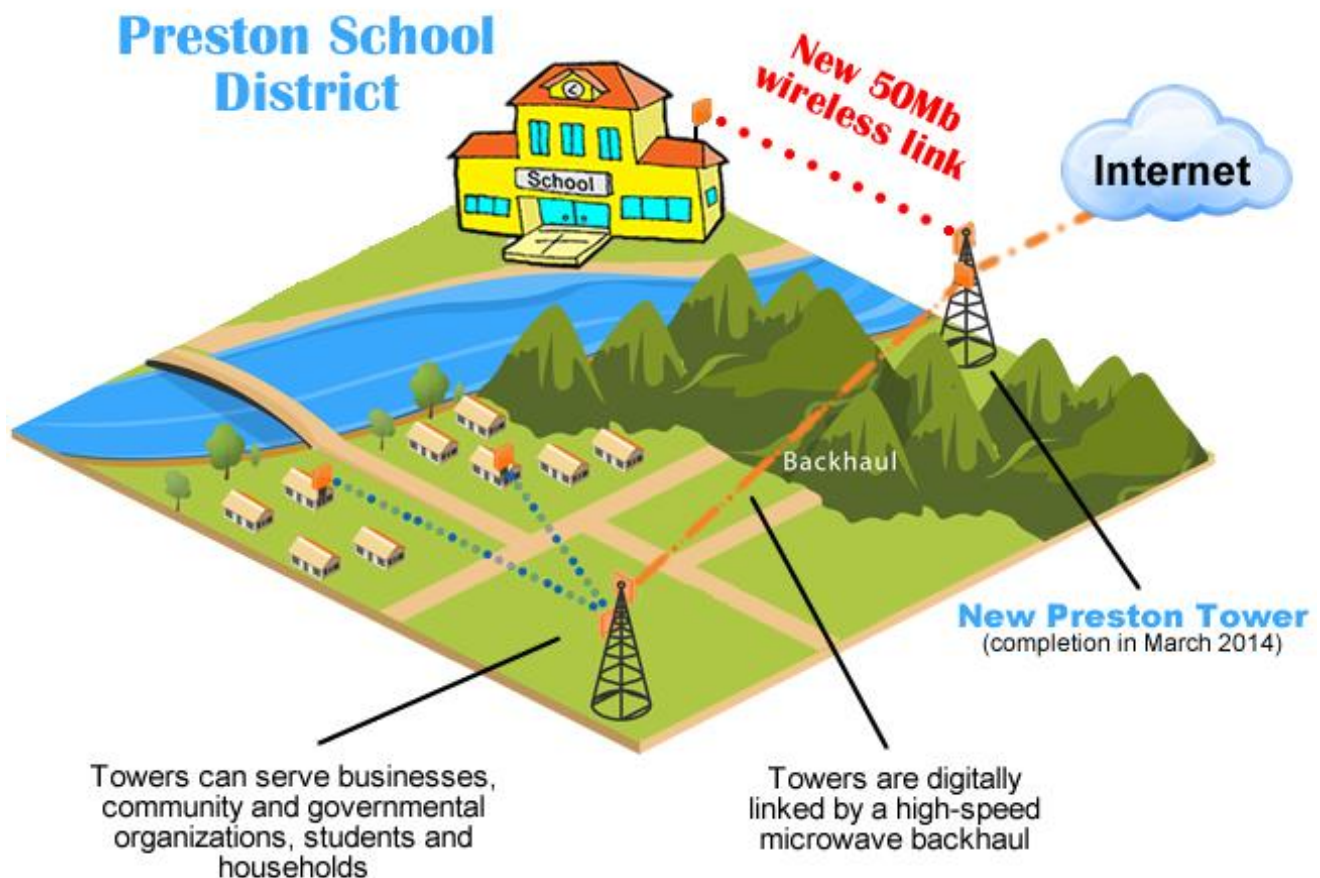
The use of technology transforms and improves almost every aspect of school, modernizing the nature of curriculum, student assignments, parental connections, and administration. Online curricula now include lesson plans, simulations, and demonstrations for classroom use and review. With online connections, students can share their work and communicate more productively and creatively. Teachers can maintain records and assessments using software tools and stay in close touch with students and families via email and voicemail. Schools can

reduce administrative costs by using technology tools, as other fields have done, and provide more funds for the classroom.

OUR PROPOSAL

AirLink owns and operates the largest dedicated wireless internet network in the Preston School District area with installations from Sand Springs, OK on the north to Beggs, OK on the southern end. This network currently comprises hundreds of businesses, community based organizations and households and its expansion including the area around the Preston School District is already in progress. In fact, the tower site for the new Preston tower has already been acquired.

This new tower will host one side of the high-speed wireless link while the other side of the link will be installed at the school district site. Because the AirLink network is natively Ethernet, the connection is simple: no other switches, routers or other support equipment is needed.



PRICING

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for 120 days from the date of this proposal:

Construction Costs	Total
Install dedicated high-speed wireless link	\$4,500.00
Total Construction Costs	\$4,500.00
Internet Services Costs	
Dedicated Internet Access – 20Mb	\$42,000.00
Training – Up to 4 hours	Free
Total Internet Services Costs	\$42,000.00
Total	\$46,500.00

To pass on future cost savings to the District, AirLink would consider entering into a multi-year contract or a contract with voluntary extensions with the Preston School District for delivery of high speed internet. Either option would result in reduced service costs to the District due to zero construction costs in the following years of service. Working closely with you over an extended period of time will allow our focus to center on your needs, thus providing you with solutions rather than just a service.

QUALIFICATIONS

AirLink's primary goal is to deliver high-speed internet services to schools, businesses and residential locations across Eastern Oklahoma. We're continuously inventing the solutions that drive **next-generation wireless networks** by following a rigorous development process including multiple cycles of design, engineering and testing. These proven

capabilities allow AirLink to supply video, voice, and data solutions over a state of the art infrastructure. Some of our qualifications include:

- Our network engineers are known for their in-depth knowledge built over decades of experience. Together with continuous education and innovation, this forms the basis of AirLink's technological leadership.
- The AirLink wireless network covers more than 900 square miles in Eastern Oklahoma and achieves a 99.9% uptime year after year. Our network is 100% routed which guarantees traffic follows the shortest path to its destination.
- AirLink is a locally owned business headquartered in Mounds, Oklahoma.

Why AirLink?

- **Agility** – AirLink can make decisions more quickly than our competitors. Wireless networks do not require long construction cycles or Right-of-Way permitting and are the fastest and most cost effective way to deploy high-speed internet today.
- **Simplicity** – Are you ready to *link and learn*? Connecting to AirLink's high-speed network requires only a network cable.
- **Scalability** – Utilizing a dedicated fiber optic connection for our backbone, AirLink will provide 20Mb of bandwidth but have the capacity to deliver up to 50Mb of bandwidth without changing or upgrading equipment. When your need arises for speeds above 50Mb, AirLink can upgrade the existing link to speeds above 300Mb.
- **Reduced Cost of ownership** – There are no network components that must be acquired, maintained and/or replaced. The only "equipment" required is category 5e network cable – nothing could be simpler.
- **VoIP** - The AirLink high-speed network supports Voice over IP technology so that schools have the ability to upgrade their existing analog phones to new digital VoIP phones.
- **Customer Service** - As an AirLink customer, you will receive strong, prompt support. You will not be required to navigate a gigantic routing system (press 1, press 2, etc.) in order to speak with a representative or to obtain support. AirLink provides Free 24/7 support during the term of service. Our offices are located within our service area (Mounds, OK), so our on-site support can usually arrive within an hour.
- **Building Bridges** – With strong ties to the local community, we at AirLink believe we are providing a valuable service for the community by offering fast, affordable and reliable high-speed internet to businesses, schools, community and governmental organizations,

students and households, all of whom can benefit both personally and professionally using our high-speed network.

CONCLUSION

The AirLink wireless network will deliver unparalleled, high-performance internet access for the Preston School District. From our server room to your classrooms, our proven wireless network will keep your students engaged, provide new tools for your teachers and provide the entire district access to 21st century, interactive digital content.

AirLink's commitment to you as its customer has many benefits. Our commitment means the ability to provide long-term support through the life of your installation. Our commitment means solutions and service that meet the needs of every student and teacher. And, it means our personal devotion to improving our own community and classrooms. We trust this has been responsive to the request for proposal and look forward to partnering with you in that regard in the very near future.



Mike Whelan, President
AirLink Internet Services



AirLink Internet Services
3544 Adams Rd.
Mounds, OK 74047
918-853-5994



Telecommunication Solution

Prepared Exclusively for

Preston School District

October 11, 2013

Scott Boultinghouse

BTC Broadband

sboultinghouse@olp.net

C: 918.520.4424



**918.366.8000 | BTCBroadband.com
11134 S. Memorial Drive | Bixby, OK 74008
401 S. Dewey, Suite 501 | Bartlesville, OK 74003**



BTC Broadband
11134 S. Memorial Drive
Bixby, OK 74008

BTC Broadband Spin #: 143031484

Preston School District
10165 Pringey Avenue
Preston, OK 74456

BTC Broadband thanks you for the opportunity to provide a proposal that presents our communications solutions that we believe will enhance your business initiatives. We believe our proposal offers you an exceptional combination of experience and resources to meet your telecommunications needs cost-effectively.

BTC Broadband is confident our proposed solutions will meet your connectivity requirements and educational initiatives. Our powerful fiber networks, operational excellence and the ultimate in customer care, deliver value unsurpassed by most current providers. In the enclosed proposal, you will find an overview of our company and services, and our recommended business solution for Preston School District.

Thank you for considering BTC Broadband and we look forward to the next step in your selection process. Please do not hesitate to contact me if there is any additional information needed in your evaluation. We look forward to doing business with Preston School District.

Thank you,

Scott Boultinghouse
Senior Account Executive
BTC Broadband®

direct: 918.366.0227 cell: 918.520.4424 fax: 918.364.3022 email: sboultinghouse@olp.net



Delivering intelligent solutions to save you time and money.

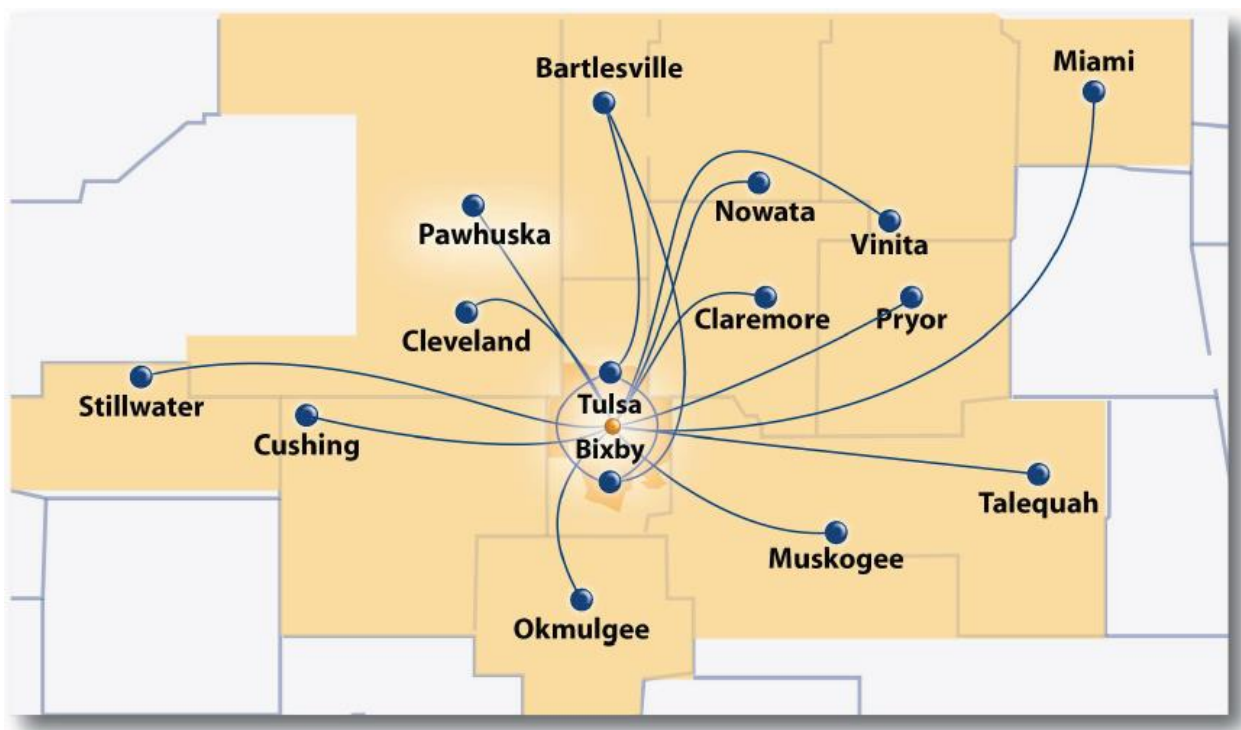


Company Information:

BTC Broadband is a high tech, broadband communications company offering cutting-edge communication and entertainment products in Oklahoma. The company provides a variety of services to both residential and business customers including local telephone and long distance phone service, High Speed Internet, and Ethernet MPLS Networks.

Since 1914, BTC Broadband has continually met the growing technology needs of our customers. BTC Broadband is currently deploying Fiber-To-The-Home (and Business) in order to provide high speed two-way video, voice, and data services. These advanced communications allow customers to scale services to meet the ever growing need for greater bandwidth and improved connectivity.

BTC Broadband has expanded beyond our traditional role as an incumbent provider within the borders of Bixby, OK. In response to our customers request and service needs, BTC Broadband has become a leading regional provider throughout Northeast Oklahoma.



Technology Capabilities:

BTC Broadband is a regional provider completely based in Oklahoma. Many of our employees have Cisco and Apple certifications, and BTC ensures that our people are trained in the latest technology that our customers require to enhance their business. We deliver service to our customers over fiber-optic connections whenever possible. Fiber-optic lines are the best technology available anywhere in the



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world to provide voice, internet and private network communications. Fiber allows BTC to scale internet and network connections to their highest capacity. Bandwidth is only one part of delivering a quality service. Network latency is extremely important to ensure timely delivery of your communications. Our network consistently provides communication to our Tulsa Data Center in under 50 milliseconds. We utilize this network for business only communications, so we are dedicated to providing our clients with the fastest, most reliable service available.

Customers:

We would like to add you to our growing list of customers. BTC Broadband serves many clients you may be familiar with including:

Bixby Public Schools
Glenpool Public Schools
Liberty-Mounds Public Schools
City of Bixby
City of Okmulgee
Okmulgee County
Washington County
Citizens Security Bank
Grand Bank

Western Sun Federal Credit Union
Samson Resources
Goodwill of Tulsa
Reasor's Foods
Standley Systems
Hampton Inn
Fairfield Inn
Walgreens
Cobra Manufacturing

BTC Broadband serves a growing number of large schools and business clients. We evaluate and provide a custom solution for each customer to ensure that communication needs meet the growing demand each of them have for improved connectivity to their customers.

BTC Broadband Leadership:

Robert Rozell is President and Chief Executive Officer of BTC Broadband. Rozell previously held the position of Chief Operating Officer at BTC Broadband. He also has numerous regulatory responsibilities. He was honored by the Oklahoma Telephone Association by being inducted into its Hall of Fame, and is also a member of the Bixby Metro Chamber of Commerce.

With more than 25 years' experience in the telecom industry, Rozell's background includes positions with Beacon Telecommunications Advisors and Panhandle Telephone Cooperative, where he contributed to the company's substantial growth in revenues and customers.

Scott Floyd is President of BTC Broadband. Floyd is responsible for managing Sales, Marketing, Customer Service and Business Development. He is a former Bixby Metro Chamber of Commerce board member from 2007 to 2010 served as the chair for 2007. He is a former scoutmaster and youth coach and actively participates in community events.



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Floyd has over 24 years' experience in the competitive side of telecommunications, Internet and broadband businesses. Floyd states, "each day we work harder for our customers. Our personal service, quality and competitiveness are what set us apart. "

Scott Lowry is Chief Operating Officer of BTC Broadband. Lowry oversees the entire technical operations of the company and is actively involved in helping to manage all aspects of the business, including all switching and transmission technology in the network, and all voice, Internet, and video services. He has significantly contributed to the development of BTC's network, enabling the company to provide the best package of communications services in the region.

Lowry has over 19 year's industry experience with companies such as WilTel, WorldCom, MCI, and McLeod USA. Scott brings extensive Network Planning and IT management of local, national and international networks. He currently serves as a member on the Board of the Bixby Metro Chamber of Commerce and Chairman of the Board of the John Knox Child Development Center.

Jason Baxter is Director of Plant Operations for BTC Broadband. Baxter is responsible for all aspects of engineering, construction, installation and repair, and service delivery. He works tirelessly to ensure the best broadband services are possible for our customers within our service areas.

A graduate of Northeastern State University, Baxter has over 13 years' experience in the utility and telecom industries and has performed network engineering and planning, construction and project management for over 3,000,000 end users, spanning over 4 states.

Scott Boultinghouse is a Senior Account Executive of BTC Broadband. Boultinghouse's responsibilities include identifying areas of growth for BTC Broadband by evaluating expansion markets that would benefit the most by upgrading to fiber-optic based communications. He has made significant contributions to BTC's expansion into Bartlesville and Okmulgee.

Scott has nearly 10 years' experience in the telecommunications industry. Through his experience, industry knowledge and understanding clients' needs, he has contributed to his customers' long term growth and profitability. Always leading with a customer first attitude, he seeks ways to improve corporations' communication systems and disaster recovery-business continuity plans. His expertise has been utilized by all sizes of businesses throughout the greater Northeast Oklahoma.

Preston School District Solution:

BTC Broadband is excited to provide Preston School District with a scalable, robust and survivable telecommunications network to meet your current and future needs. We know you will be very pleased with the technical and financial aspects of this offering.



Delivering intelligent solutions to save you time and money.



The BTC solution provides Preston School District with the tools to adjust to an ever-changing educational environment with the flexibility to take advantage of new technology as your school grows and your networking requirements evolve. As a business partner and communications service provider, BTC Broadband is uniquely qualified to provide you with the services and solutions that will help you meet these educational challenges.

Upon your selection of BTC Broadband as your local service provider, we will authorize building fiber optic lines directly into the school. These communication lines are fully capable of providing for the current needs of the School, and can be scaled to the highest capacity bandwidth capabilities available anywhere today. We will provide Preston School District with a dedicated 20 Mbps connection through our redundantly connected internet gateway. Additionally we will provide all local and long distance calling to the school system through the BTC Broadband voice switch.

We understand that when you are buying business telecommunications service, you are not just buying the latest technology; you are buying the expertise and the ability to solve problems that go with it. By utilizing BTC Broadband's state-of-the-art fiber optic transmission facilities, Preston School District will receive a level of performance and availability second to none. An intelligent communications solution from BTC can allow you to accomplish more with less funding, increase productivity and control costs.



Delivering intelligent solutions to save you time and money.



Business Services Agreement

Scott Boultinghouse, BTC Broadband

11134 S Memorial, Bixby, OK 74008

Phone: 918.366.0227

401 S Dewey, Bartlesville, OK 74003

Fax: 918.364.3022

BTC Broadband Spin #: 143031484

Contract: Preston SD

Customer Information

Legal Company Name: Preston School District
Street Address: 10165 Pringey Avenue
City/State/Zip: Preston, OK 74456

Billing Address: 10165 Pringey Avenue
City/State/Zip: Preston, OK 74456
Federal Tax ID:

Authorized Customer Contact Information

Name: Pamela Snowden, High School Principal
Telephone: (918) 756-8636
Fax:
Email Address:
BTC Acct. No.:

BTC Services

Qty	Product	Description	Term (Months)	Monthly Recurring	Non Recurring	Total Monthly Recurring
9	Voice	Local Phone Service	36	\$ 30.00	\$ -	\$ 270.00
60	Long Distance	Long Distance @ \$0.05/Minute (Estimate 60 Minutes/Month)	36	\$ 0.05	\$ -	\$ 3.00
1	Internet	Fiber-optic Internet @ 20 Mbps	36	\$2,745.00	\$ -	\$ 2,745.00

Total: \$ - \$ 3,018.00

Terms & Conditions

Internet Service available stand alone. Voice and Long Distance must be purchased together, and must include Internet Service. See additional Terms and Conditions attached.

Customer Authorized Signature:

Printed Name:

Title:

Date:



broadband.

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Contract Terms and Conditions:

Term and Renewals: The term of the Agreement shall begin on the Effective Date and shall continue for an initial term of one (1) year ("Initial Term"), subject to extensions permitted below. The parties intend for the Term hereof to begin on or about July 1, 2014, but regardless of when the first year of the Term actually commences, the first year of the Term shall expire upon June 30, 2015 with each successive one year renewal Term to expire on the following June 30th. Upon expiration of the Initial Term Customer shall have the right to extend this Agreement for four (2) additional one (1) year Terms, each exercisable upon notice of Customer or by mutual ratification of the parties. For each one year renewal Term, Customer agrees to use good faith and commercially reasonable efforts to secure budget appropriations for the Services under this Agreement. If, at any time during the Term hereof, Customer does not receive the necessary budget appropriations for this Agreement, despite its good faith efforts to obtain such appropriations, Customer may, at its option, terminate this Agreement by providing written notice to BTC Broadband along with reasonable documentation substantiating such failure. Upon BTC Broadband's receipt of such notice, this Agreement shall terminate without liability to Customer (except that Customer will be required to pay for all Services rendered through the date of termination and shall also reimburse BTC Broadband for the construction costs, if any, still unamortized upon the date of termination), and BTC Broadband may disconnect Services. Upon expiration of the Term and the extensions set forth above, the Agreement shall automatically renew and continue in effect on a month-to-month basis ("Renewal Terms") until terminated by either party on thirty (30) days prior written notice. The Initial Term and Renewal Terms may collectively be referred to as the "Term".



Delivering intelligent solutions to save you time and money.



Meet Point Networks, LLC

P.O. Box 339
Bixby, OK 74008
www.meetpointnetworks.com

10/11/2013

Preston
Post Office Box 40
Preston, OK 74456

To whom it may concern,

In the following pages you will find a proposal for services prepared by Meet Point Networks, LLC for Preston. The proposal is in response to the district's posted ERate form 470. The proposal is for a Internet Access circuit.

Page 1 : Proposal of Services
Pages 2 - 4 : Pre-signed Service Agreement

We hope that you will take the time to consider our proposal. If the district finds the quote acceptable please sign and return (fax or email).

Please do not hesitate to contact us with any and all questions.

Mike Pennell
President
mpennell@meetpointnetworks.com
Phone : 918-633-6896
Fax : 918-512-4400



DRAFT

Meet Point Networks, LLC

P.O. Box 339

Bixby, OK 74008

Voice 918-633-6896 - Fax 918-512-4400 - Web www.meetpointnetworks.com

SPIN# 143035519

Customer Service Proposal

Proposal Date : October 11, 2013

Proposal # 105

Customer Information

Preston

Post Office Box 40

Preston OK 74456

Meet Point Networks Rep

Mike Pennell (918)633-6896

Summary of Proposed Services : 6 Mb and 10 Mb Internet Access Circuit Quotes - Including Internet maintenance provided by NewNet 66.

***Any estimates, in this proposal, based on funding from the Oklahoma Universal Service Fund are subject to application and approval by the Oklahoma Corporation Commission and any difference in actual OUSF funding and the monthly recurring charges shall be the responsibility of the customer.*

Proposed Services and Terms

****Taxes and Fees not Included**

	Service Description		Type	Qty	Term	Monthly	Annual	One Time
1	6 Mb	Internet Bandwidth	New	1	60	\$4,611.50	\$55,338.00	
2	10 Mb	Internet Bandwidth	New	1	60	\$5,483.50	\$65,802.00	

Internet Maintenance is provided by NewNet 66 and is included in the pricing above.

Internet Maintenance includes:

24 x 7 Internet Access Troubleshooting & Repair

On site visits to restore Internet Access, if necessary

Unlimited Email / 5Gb Web Hosting

For more information please visit NewNet 66's description of services overview at www.newnet66.org



DRAFT

Meet Point Networks, LLC

P.O. Box 339

Bixby, OK 74008

Voice 918-633-6896 - Fax 918-512-4400 - Web www.meetpointnetworks.com

Meet Point Networks Service Agreement

10/11/2013

SPIN# 143035519

Preston

Post Office Box 40

Preston OK 74456

Proposed Services : Please select desired service by checking a box below.

Service Description	Type	Qty	Term	Monthly	Annual	One Time
<input type="checkbox"/> 6 Mb Internet Bandwidth	New	1	60	\$4,611.5	\$55,338.00	
<input type="checkbox"/> 10 Mb Internet Bandwidth	New	1	60	\$5,483.5	\$65,802.00	
<input type="checkbox"/>						

By signing this Service Agreement, you represent that you are the authorized Customer representative and the above information is true and correct and you accept this Agreement. Both parties agree that each party may use electronic signatures to sign this Service Agreement.

Meet Point Networks may withdraw the proposal at any time prior to Customer signature. If within (30) days after Customer signature, Meet Point Networks determines that customer location is not serviceable under Meet Point Networks normal installation guidelines, Meet Point Networks may withdraw this Service Agreement without liability.

Customer Authorized Signature

Signature

Print

Title or Position

Date

Meet Point Networks Authorized Signature

Mike Pennell

Signature

Mike Pennell

Print

President

Title or Position

10/11/2013

Date



DRAFT

Meet Point Networks, LLC
P.O. Box 339
Bixby, OK 74008

Voice 918-633-6896 - Fax 918-512-4400 - Web www.meetpointnetworks.com

Terms and Conditions

OUSF - Any estimates in this bid based on funding from the Oklahoma Universal Service Fund are subject to application and approval by the Oklahoma Corporation Commission and any difference in actual OUSF funding and the monthly recurring charges shall be the responsibility of the customer.

E-Rate Customers - During the term of this contract, the applicant may choose any of the above service levels and upgrade to those levels upon written notice to Meet Point Networks. Meet Point Networks will determine the turn up time after the customer initiates the process.

The pricing is based upon a 60 month term. This contract represents a 12 month term with the option to renew four consecutive 12 month terms.

1. Tariffs/Service Guide If Customer is purchasing any Services that are regulated by the FCC or any state regulatory body ("Regulated Services"), then Customer's use of such Regulated Services is subject to the regulations of the FCC and the regulatory body of the state in which the Customer location receiving these Regulated Services is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with state and federal regulatory authorities. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

2. Service Start Date and Term This Agreement shall be effective upon execution by the parties. The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page; provided that if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Meet Point Networks may begin billing for Services on the date Services would have been installed. Meet Point Networks shall use reasonable efforts to make the Services available by the requested service date. Meet Point Networks shall not be liable for damages resulting from delays in meeting service dates due to construction delays or reasons beyond its control. If Customer delays installation for a period of three (3) months or longer after the parties' execution of this Agreement, Meet Point Networks reserves the right to terminate this Agreement immediately at any time thereafter and Customer shall be responsible for the full amount of construction costs and any other related costs incurred by Meet Point Networks as of the date of termination. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Meet Point Networks reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Meet Point Networks), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay a termination fee equal to the nonrecurring charges (if unpaid) and 100% of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If Meet Point Networks is delivering Services via wireless network facilities and there is signal interference with any such Service(s), Meet Point Networks may terminate this Agreement without liability if Meet Point Networks cannot resolve the interference by using commercially reasonable efforts.

4. Payment Customer shall pay for all monthly Service charges, plus one- time activation and set up, and/or construction charges. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. Customer acknowledges and agrees that if Customer fails to pay any amounts when due and fails to cure



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such non-payment upon receipt of written notice of non-payment from Meet Point Networks, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described in Section 5, above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, bypass or other local, state and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Meet Point Networks shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Meet Point Networks (the "Meet Point Networks Equipment"), or for certain Services, Customer, may purchase equipment from Meet Point Networks ("Customer Purchased Equipment"). Customer is responsible for damage to any facilities or equipment installed or provided by Meet Point Networks (the "Meet Point Networks Equipment"). Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Meet Point Networks network or Meet Point Networks Equipment and (b) complies with the AUP. Customer shall use the Meet Point Networks Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of the related equipment purchase agreement. Unless provided otherwise herein, Meet Point Networks shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards.

Contract is subject to availability of facilities and construction charges.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. Meet Point Networks, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Meet Point Networks publishing such changes on the Meet Point Networks web site. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. LIMITATION OF LIABILITY MEET POINT NETWORKS AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL MEET POINT NETWORKS OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. MEET POINT NETWORKS SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF MEET POINT NETWORKS. UNDER NO CIRCUMSTANCES WILL MEET POINT NETWORKS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND MEET POINT NETWORKS DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET SPEEDS WILL VARY. MEET POINT NETWORKS MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance. If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Meet Point Networks, shall be responsible for obtaining any public performing licenses at Customer's expense.

[Send to Customer](#)

RFQ# 5533990010

**Telecom Service Quote For**

Jackson Brim
 Quote_59960: Preston School District
 Office:9729555587
 Email:jackson.brim@reachnetworx.com

Prepared and Presented by

Christina Romo Intelisys
 Office:707-238-8125
 Email:cromo@intelisys.com

About NetWolves

NetWolves Corporation is a global network continuity and security provider offering a unique single-source network solution that provides the benefits of a multi-carrier and multi-vendor implementation without the hassle of managing stacks of invoices and vendor relationships.

Quote Summary[Export](#)

Quotes shown are budgetary and must be confirmed by NetWolves at time of order.

Internet					
Service Location	Access	Bandwidth	Term	Monthly (\$)	One-Time (\$)
10165 Pringey Avenue, Preston, OK 74456	50M FastE		36	2,541.00	0.00
10165 Pringey Avenue, Preston, OK 74456	100M FastE		36	3,505.00	0.00

Grand Totals	Total Monthly (\$)	Total One-Time (\$)
	6,046.00	0.00

Quote Details[Export](#)**(918756) 10165 Pringey Avenue, Preston, OK 74456**

Quote Date 10/11/2013
 Valid Through 11/10/2013

Internet
3 YEAR TERM

Product	Monthly	One-Time
50M FastE	2,541.00	0.00
50M FastE Installation	0.00	0.00

Site Summary	Monthly (\$)	Install (\$)
Site Total	2,541.00	0.00

[Request Order](#)**(918756) 10165 Pringey Avenue, Preston, OK 74456**

Quote Date 10/11/2013
 Valid Through 11/10/2013

Internet
3 YEAR TERM

Product	Monthly	One-Time
100M FastE	3,505.00	0.00
100M FastE Installation	0.00	0.00

ROUTER AND CABLE INSTALLATION

0.00

0.00

Site Summary	Monthly (\$)	Install (\$)
Site Total	3,505.00	0.00

Request Order

Caveat

- *If an extended DEMARC is required, the customer is responsible for the additional charges.
- *Service delivery is not guaranteed prior to a successful site survey.
- *Router pricing is budgetary and will require confirmation of customer network requirements prior to ordering.
- *MSO services require usable static IPs and are budgetary and require Network Engineering approval prior to ordering.
- *Equipment shipping and handling charges are extra. Expedited Delivery is available for an additional fee.
- *Pricing does not include taxes.

E-Rate Funding Year 2013



**SPIN 143015254
FCC RN 001199307**

**MTM – INTERNET ACCESS
(Month to Month service -- no contract needed)**

Preston PS

Proposal Contingent upon E-Rate Funding

<u>Internet Access Service</u>	<u>Monthly\$</u>	<u>Annual\$</u>
100mb	\$2,300.00	\$27,600
50mb	\$1,296.00	\$15,552
20mb	\$1,143.00	\$13,716

*Possible Construction \$7,500

OneNet Internet services include the connection from your location to our hub site, unlimited email services, web hosting, and related technical support.

Customer will need to provide their own router. (If site needs a solution for on-site priority one equipment, please notify OneNet immediately for a quote for this additional component.)

- All options will require router with 2 Fast Ethernet Interfaces; one interface for Internet connection and one for LAN

*Construction cost shown is an estimate of construction charges necessary to provide service to applicant (customer) demarc. The actual cost of construction charges may vary. Once an order is received, actual construction costs will be determined if applicable. Applicant (customer) will be notified of any differences between the actual cost and the estimated cost. Applicant (customer) is responsible for all site preparations such as electrical capacity and backboard for mounting service provider equipment. If customer knows the site has conduit from property line to demarc, then there will be no construction necessary.

Proposed By:

Accepted By:

A handwritten signature in black ink, appearing to read "Ami Layman".

Ami Layman

Authorized Signature

Date

Accounts Receivable Supervisor
OneNet
PO Box 108800
Oklahoma City, OK 73101-8800
(888) 566-3638

If you select OneNet as your provider, please sign and date this with your allowable contract date based on your 470 posting. THIS IS FOR YOUR ERATE RECORDS and Item 21 Attachment. Please contact OneNet when you are ready to order services.

Proposal for

Dedicated Internet Connectivity

470 Application Number: 790640001144335

2014-2015 Funding Year

PRESENTED BY:



SkyRider Communications, Inc.
1200 Arkansas Road
West Monroe, Louisiana 71291
(800) 536-7035

Statement of Confidentiality:

This document includes data that shall not be disclosed to any third party and shall not be duplicated, used or disclosed – in whole or in part – for any purpose other than for internal evaluation of this document. If a contract is awarded to SkyRider Communications as a result of, or in conjunction with the submission of this document, except as noted, the contracted parties shall have the right to duplicate, use or disclose that data to the extent provided in the resulting contract.



Preston School District
10165 Pringey Avenue
Preston, OK 74456

Submitted via CRW Consulting: 10-11-2013

Ref: Priority 1 Services ~ FY2013-2014 ~ 470 ID # 790640001144335:

It is our privilege to present the following proposal for Priority 1 services for the Preston School District. The proposed Internet Connectivity will provide a scalable, reliable, high throughput infrastructure for your District. SkyRider's recommended services improves bandwidth and includes element management, security and support to assure bandwidth and network resource needs.

SkyRider is an authorized E-rate vendor. SkyRider Communication's, Inc.'s FCC Filer 499 ID is 826572. SkyRider Communications is registered with Schools and Libraries Division. The SPIN for SkyRider Communications, Inc. is 143031192. SkyRider's capabilities to deliver and manage customized telecommunications services are unique and a key advantage to school districts considering broadband access today. Key benefits to Preston School District include:

- Increased Bandwidth
- Reliable Connection
- 24x7x365 Monitoring Service
- Professionally Installed Network Components
- Best Service After the Sale

SkyRider has an outstanding reputation in the telecommunications industry and has assembled a highly capable and qualified staff. We have a combined 60 years of experience in Telecommunications, Internet, Wide Area Network (WAN), and Local Area Network (LAN) solutions. SkyRider personnel have been involved in the E-Rate process since its inception.

Thank you and the Preston Schools for your consideration of SkyRider's proposal. On behalf of the entire SkyRider team, we look forward to providing a reliable and secure network solution.

I am fully authorized to sign on behalf of SkyRider Communications, Inc.

A handwritten signature in black ink, appearing to read "Brad Warden", is written over a horizontal line.

Brad Warden
President, CEO
SkyRider Communications, Inc.
(318) 680-6400



Company Profile:

SkyRider Communications, Inc.

1200 Arkansas Road
West Monroe, LA 71291
(800) 536-7035
(318) 387-8440

USAC SPIN #: 143031192

FCC FRN #: 826572

Incorporated: 5/21/2001

State of Incorporation: Louisiana

Area of Service: Arkansas, Louisiana, Mississippi, Oklahoma & Texas

Experience by area of expertise:

- Telecom & Internet Services 20 + years
- Network Infrastructure 10 + years
- Outside Plant & Inside Wiring 7 + years
- E-Rate Projects 7 + years

Project Team

SkyRider project team members provide complimentary independent competencies including wireless network design and engineering, project management and telecommunications construction.

- Project Executive: Brad Warden, President SkyRider West Monroe, La
- Project Manager: Gary Godard, Vice President SkyRider West Monroe, La
- Project Supervisor: Kevin Lynam, Supervisor SkyRider Double Oak, Texas

USAC/SPIN Search Results

SPIN	Service Provider Name	Contact Name	Contact Address	Contact Phone	Form 499 Filer	SPAC Filed
143031192	SkyRider Communications, Inc.	Brad W Warden	1200 Arkansas Road , West Monroe, LA 71291	318-325-9100	Y	2007 2008 2009 2010 2011 2012

As a Licensed Telecom Company, SkyRider participates in the Oklahoma State USF fund program.



Statement of Qualifications

Carrier Qualifications

SkyRider provides voice, video, data telecommunications services and high-speed Internet access for K-12 schools, state and local government and municipalities, healthcare systems, libraries, colleges and universities. SkyRider's focus is the design, installation, operation and management of government funded wide area networks (WAN).

SkyRider Communications, Inc. and its management team have been active in providing quality Telecom services for over 12 years. SkyRider Communications is a Regional Telecom provider serving many qualified customers within the geographic area of Louisiana, Mississippi, Texas, Oklahoma and Arkansas.

Our staff has assisted in the design and operation of many of the region's largest WANs, covering hundreds of square miles and delivering bandwidths of up to 10 Gigabit. As a licensed telecommunications carrier we provide unmatched management and customer service.

SkyRider and its staff hold industry and manufacturer certifications for the design, implementation, maintenance and support for the services customers receive.

SLD Qualifications

The FCC Filer 499 ID assigned to SkyRider Communications is 826572. SkyRider Communications is registered with Schools and Libraries Division. The SPIN for SkyRider Communications, Inc. is 143031192.

FCC and PSC Qualifications

SkyRider Communications, Inc. is registered and in good standing with the FCC. SkyRider is licensed with Public Service Commissions in the States of Louisiana and Oklahoma.

Locations and Availability

SkyRider Communications maintains offices or employees in the following locations:

Main Branch 1200 Arkansas Road West Monroe, Louisiana 71291
Double Oak, TX
Oklahoma City, OK

SkyRider maintains a 24/7 System monitoring facility that identifies issues as soon as they arise. A large amount of troubleshooting and fault isolation can be done remotely. In addition, when required, field technicians are on call 24/7.

Licensed General Contractor

SkyRider Communications, Inc. through its president, Brad Warden, is a licensed General Contractor, specializing in Telecommunications.

Financial Summary

Dedicated Internet Connectivity

Description	QTY	Monthly Cost Each	Total Mnthly Cost
50 Mbps Dedicated Internet Service (CIR) allow burst to 100 Mbps with Bundled Firewall. Turn key services includes managed router.	1	\$3,995	\$3,995
36 Month Commitment			
<i>*Pricing includes Turn Key Installation, Routers, 24x7x365 Monitoring and Priority Service</i>			



4001 Rodney Parham Rd.
Little Rock, AR 72212

The term of this Agreement is for 36 months ("Term"). Customer agrees to a Minimum Monthly Fee of \$1,367.51. All services provided are subject to the terms and conditions below and on the attached Rate Schedule(s).

CUSTOMER INFORMATION

Customer Name: Preston School District
Service Address: 10165 Pringey Ave, PRESTON, OK 74456
Billing Address: 10165 Pringey Ave, PRESTON, OK 74456
Contact Name: Chris Webber **Contact Phone:** 918-445-0048 **Contact Fax:**

Services to be provided at above location unless different address(es) are indicated on Proposal(s) or Service Schedule. Company's commitment to provide Services is subject to approval of Customer's credit, approval of the suitability of Customer's premises, and receipt of all paperwork.

SERVICES BEING PROVIDED BY PAETEC TO CUSTOMER

Access Loop Internet

THIS AGREEMENT ("Agreement") is made and entered into as of _____ ("Effective Date") by and between Preston School District ("Customer") and the Windstream legal entity(ies) providing the Services to Customer, as identified on Customer's bill ("Company"). The Parties agree as follows:

- Term and Renewal.** This Agreement and its Proposal(s) and/or Service Schedules ("Proposals") incorporated herein by reference ("Agreement") are effective on the Effective Date set forth above and will continue for the term set forth in the Proposal from the date that Services are installed until either terminated pursuant to the provisions below or replaced with a new agreement (the "Term"). Upon expiration of the Term, this Agreement will automatically renew for successive one-year terms (each, a "Renewal Term") until terminated or cancelled pursuant to its terms. In the event a Customer provides written notice of its intent not to renew but does not terminate Services hereunder, Company shall have the option of continuing to provide such Services on a month to month basis, priced at Company's then current monthly rates.
- Charges for Services; Billing and Payment; Credits.** Customer is responsible for paying all charges that apply to the Services ordered on a Proposal or used on a per-use basis by Customer, including items such as features, installation, labor, repair, long distance, and directory or operator assistance as specified on the Proposal or set forth in Company's Price Lists or Tariffs. Customer is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of Services, including how those may change in the future. Company will bill Customer monthly for the Service, payable on receipt of the bill notice. Billing at a location will begin upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) 30 days after delivery of the applicable facility and/or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent); however, Company may choose to bill in full monthly increments with no proration for partial service periods when service either starts or ends in the middle of a billing cycle. In certain service areas, paper bills are available only upon request and for a monthly charge and billing for usage will round up to the next cent. If Customer authorizes payment by credit or debit card, then Company will not obtain further consent or provide additional notice before invoicing the credit or debit card for all amounts due and owing. Company reserves the right to increase or decrease monthly recurring charges ("mrcs") on at least 30 days' notice and other rates at any time. For Company's business-grade local and long distance voice telecommunications services, T1 and higher facility network Internet access and private networking services, Customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each day that Customer has a Service Outage, defined below. Only the Service affected by the Service Outage will be eligible for a credit. Credit is based upon the length of time the customer is without Services. Credits in any single month cannot exceed the MRCs for Service that was affected by a Service Outage in that month. For purposes of this Agreement, a "Service Outage" is defined as the complete inability to: (i) make or receive calls; (ii) access the Internet for the purpose of sending or receiving Internet traffic; and (iii) send or receive data across a Company supported private network. Company is not responsible for failure to meet performance objectives for any of the following reasons: (i) Actions, failures to act or delays by customer or others authorized by the Customer to use the Service; (ii) Failure of power, equipment, services or systems not provided by Company including but not limited to other providers' networks and interconnections to or from and connectivity with other Internet Service Providers' networks; (iii) Customer owned or leased equipment or facilities (i.e., Customer's PBX, Local Area Network (LAN)); (iv) During any period in which Company or its agents are not afforded access to the premises where access lines associated with the Services are terminated or the Customer elects not to release the Services for testing and/or repair and the Customer continues to use Services; (v) Maintenance (planned or emergency) or implementation of a Customer order that requires a Services interruption (Company reserves the right to schedule maintenance and upgrades to the network 7 days a week from 12a.m. to 6a.m. in the local time zone of the area being worked on without prior notice to Customer or upon reasonable advance notice outside these time frames); (vi) When a Service Outage has not been reported to Company or where there is a trouble reported, but no trouble found; and (vii) Labor difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond Company's reasonable control.
- Disputes.** To dispute a bill, Customer must do so in good faith and deliver to Company in writing the specific basis for such dispute within 30 days after the date on the bill. If Customer does not follow this dispute process, the dispute shall be deemed waived. Each party has the right to discuss issues directly with the other party and Company may refuse to discuss issues through Customer's external representative.
- Partial Payments; Late Payments.** Company may accept any payments Customer marks as being "payment in full" or as being settlement of any dispute without waiving any rights Company has to collect the full payments from Customer. Customer is responsible for paying all costs and fees Company incurs as a result of collecting Customer's unpaid charges. If Company does not receive full payment when due or does not receive payment in immediately available funds, Company will add a late payment fee to the amounts owed and will calculate such fee as the total owed times interest at the maximum rate allowable by law.
- Credit and Deposits.** Customer authorizes Company to ask credit-reporting agencies for Customer's credit information. Company may require Customer to submit an initial security deposit and/or advance payment and an additional deposit and/or advance payment if Customer increases Services or Customer's credit rating changes. The deposit will be refunded if satisfactory credit has been established or upon termination of this Agreement for any reason, except that Company at its discretion may apply the deposit to any amount due and unpaid by Customer.

6. **Services Location; Moves.** Customer is responsible for providing an environment that is suitable for the Services, including equipment that is compatible with Company's network. Customer shall provide Company with the correct address to obtain Services because Company relies on such information to determine which taxes, fees, surcharges and assessments apply to Services. If Customer does not provide a valid address, Customer will be responsible for any resulting taxes, fees, surcharges, assessments and penalties related thereto. Customer will notify Company if Customer's address changes, in which case Company may either (a) terminate the affected Services; or (b) allow Customer to provide 60 days' advance notice to Company to move Services to a new location and pay any applicable installation charges. Customer will enter into a new Agreement for such new location or Company will apply the liquidated damages set forth in Section 14 for the terminated location. Charges could apply and monthly fees may be affected for moves.
7. **Company-Provided and Owned Equipment.** Any equipment installed by Company on Customer's premises that is not the subject of a sale or lease to Customer (such as the CSU/DSU, interface cards, Channel Bank and routers, if applicable) shall remain at all times the property of Company. Equipment shall remain in good condition, less normal wear and tear. Company shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse Company for the cost of any necessary repairs. Customer shall provide Company reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Company does not have access to Customer's premises within 30 days after Customer terminates with Company, Customer shall reimburse Company for the full purchase price of the equipment as well as any attorney's fees and costs.
8. **Disconnection of Current Provider; Special Construction; Third Party Charges.** Customer is solely responsible for disconnecting Services with its current service provider. Company is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if Company or a third party provider is required to extend the demarcation point or undertake special construction for Customer. Unless Company specifically agrees in writing to undertake equipment installation and maintenance work, Customer is responsible for all charges assessed by its phone system vendor and other third parties in connection with the installation of the Services and Company shall have no responsibility for maintenance or repair of same.
9. **Internet.** Company cannot guarantee speeds or uninterrupted, error-free service. Internet speeds are distance and location-sensitive and speed will vary based on factors such as the condition of wiring inside a specific location, computer configuration, network or Internet congestion, the server speed of the Web sites accessed, and other factors.
10. **Google. IF CUSTOMER SUBSCRIBES TO GOOGLE SERVICES THROUGH COMPANY, CUSTOMER WILL BE REQUIRED TO COMPLETE A CLICK-THROUGH AGREEMENT FOR THE GOOGLE LICENSE POSTED AT http://www.windstream.com/legal/Google_Apps_Premier_Edition_License.pdf PRIOR TO USING THE RELEVANT SERVICES.** Company may cancel Google Services at any time on 30 days' notice and, at Company's option, may either terminate such Google Services altogether or move Customer to a similar platform. In the event that Company or Customer terminates the Google Services or downgrades or cancels Google Services, Customer is solely responsible for downloading all of its information to its computer within 30 days.
11. **American Recovery and Reinvestment Act (ARRA).** Customer must notify Company of all restrictions, requirements and reporting obligations to which Company could become subject pursuant to the ARRA before Company provisions Services to Customer. Customer will not use ARRA or stimulus funds, grants or loans, in whole or in part, to support its performance under this Agreement without Company's prior written consent regarding any specifically applicable ARRA terms. If Customer fails to provide such prior written notice to Company of ARRA or stimulus funding or if Company does not consent to the use of such funding, then Company has the right, in its sole discretion, to reject any order or terminate this Agreement and/or any applicable Services, without liability or obligation to Company.
12. **Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution. THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE WEB-POSTED PRICE LISTS OR TERMS AND CONDITIONS (EITHER "PRICE LISTS") POSTED AT <http://windstream.com/documents/detariffedservices.pdf>; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.windstream.net/customersupport/usersguide/accept/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.windstream.com/privacy.aspx>; AND (IV) IF CUSTOMER IS OBTAINING CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), CUSTOMER WILL BE REQUIRED TO CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES (CLICK-THROUGHS) PRIOR TO ACCESSING SUCH SERVICE, WHICH SHALL BE DEEMED PART OF THIS AGREEMENT.** This Agreement, the documents incorporated by reference and any Customer Addendums entered between the parties constitute the Parties' entire Agreement. This Agreement and any Addendums hereto may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any Company employee or agent. In the event of any conflict between the provisions of this Agreement and any of the documents incorporated by reference, the provisions of the Google License shall control for Google Services, followed by the Tariffs and Price Lists or Value-Added Services click-through agreements for applicable Services, this Agreement and then the Acceptable Use and Privacy policies. This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. Company also may execute this Agreement via a verifiable electronic signature.
13. **Termination.** Either party may terminate this Agreement by providing at least 30 days' notice prior to the end of the initial Term or a Renewal Term or if the other party is in breach of any material provision of this Agreement and such other party fails to cure within 30 days after written notice. Notwithstanding, unless prohibited by law, in the event of nonpayment, the breaching party shall have 10 days to cure after written notice. Customer's right to terminate for cause is limited to termination of the affected Services at the affected location only. Company may limit, interrupt or terminate Services immediately if: (a) after any required notice, Customer has not paid for Services; or (b) Customer uses the Services in an adverse manner that affects Company's network or other customers; or (c) Customer or others have used the Services fraudulently or unlawfully while on Customer's premises or while the Services are under Customer's control; or (d) Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or (e) Customer resells any Services or uses the Services to aggregate other persons' traffic; or (f) Customer uses the Services for its own end users and/or customers as a telecommunications provider or any other kind of provider. In addition to the termination rights of Company set forth above, if Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services (including, but not limited to, circumstances in which Company is receiving traffic from Customer that originates from a location other than the local calling area associated with the customer's service location, when 10% or more of Customer's calls are 6 seconds or less, and/or when more than 40% of call attempts are uncompleted per trunk group and DS0/DS0 equivalent), company may: (v) charge long-distance charges for such traffic and any additional charges necessary to recoup its administrative costs and any charges from other carriers; (w) charge an additional price per minute in Company's discretion for each call that violates this provision; (x) restrict or cancel use or convert customer to another plan; (y) require customer to pay for the excessive use immediately and make a deposit; and/or (z) void any applicable price guarantee. Company may restore service if customer corrects the violation and pays all outstanding amounts owed, including restoration charges. For Ethernet Internet Access services and MPLS - Virtual Private Network/Virtual LAN Services, Company shall verify the availability of facilities, and in the event that Company determines in its sole discretion that facilities are not economically or technically feasible, Company has the right to terminate this Agreement without liability.

14. Effect of Termination.

a. Pre-Installation- If Customer terminates this Agreement after the Effective Date but prior to the installation of Service(s), Customer will pay Company a Pre-Installation Cancellation Charge (Cancellation Charge) equal to three months of MRCs except that if Company's costs to other providers are greater than this amount, Customer shall also reimburse Company for such costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by Company to prepare for installation. The Cancellation Charge set forth in this Section 14(a) is in lieu of the charges set forth in 14(b) below for post-installation cancellations.

b. Post-Installation- **CUSTOMER UNDERSTANDS THAT ITS RATES ARE BASED UPON ITS COMMITMENT TO PURCHASE SERVICES FOR THE TERM OR RENEWAL TERM. AS SUCH, IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR CAUSE, OR AS A RESULT OF COMPANY'S TERMINATION FOR CUSTOMER'S BREACH, CUSTOMER SHALL PAY TO COMPANY AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO 100% OF THE MRCs MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM ("LIQUIDATED DAMAGES").** CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY COMPANY, INCLUDING BUT NOT LIMITED TO ACTUAL EXPENSES INCURRED BY COMPANY TO INITIATE OR TERMINATE THE SERVICES, THIRD PARTY COSTS, USE OF LIMITED NETWORK RESOURCES, INSTALLATION CHARGES WAIVED AND ANY DISCOUNTS OR CREDITS GRANTED. If Customer's Proposal includes Monthly Minimum Charges or Fees ("MMCs" or "MMFs") and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below the MMC or MMF for that location, Customer will pay the MMC or MMF every month in lieu of the Liquidated Damages set forth above. If Customer's Proposal *does not* include MMCs or MMFs and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below 50% of its original contracted rate for that location, Customer will pay 50% of the MRCs every month in lieu of the Liquidated Damages set forth above. Additionally, if Customer received a bundled rate for the disconnected Service(s), then Customer's charges may be adjusted by Company to the unbundled service rates.

15. Limitation of Liability and Indemnity. FOR PURPOSES OF THIS SECTION, DISCLAIMER OF WARRANTIES, AND EMERGENCY . CRITICAL LINES PROVISIONS, "COMPANY" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF COMPANY RESELLS SERVICES. COMPANY'S LIABILITY FOR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED CUSTOMER'S MRCs DURING THE PERIOD IN WHICH THE DAMAGE OCCURS. IF CUSTOMER'S SERVICE IS INTERRUPTED, COMPANY'S LIABILITY WILL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES, ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES OR FOR ANY DELAY OR FAILURE TO PERFORM UNDER THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO SERVICE INTERRUPTIONS) DUE TO CAUSES BEYOND COMPANY'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, STRIKES, LOCKOUTS, OTHER LABOR UNREST, CABLE CUTS OR COMMON CARRIER DELAYS. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT COMPANY'S LIABILITY AS PROVIDED HEREIN. EACH PARTY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL THIRD-PARTY CLAIMS ARISING OUT OF THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT. COMPANY IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN OR MISUSED, EXCEPT WHEN DUE SOLELY TO COMPANY'S NEGLIGENCE OR GROSS MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED FOR SUCH LOSS, MISUSE, OR THEFT OF SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN COMPANY NOTIFIES CUSTOMER OF INCREASED USAGE.

16. Disclaimer of Warranties. SERVICES ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S requirements OR ANY WARRANTY REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, BROADBAND SPEEDS, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY COMPANY'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.

17. Emergency. Critical Lines. CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES MAY NOT PROVIDE ACCESS TO 911 OR TRANSMIT THE LOCATION OR EXTENSION IF CUSTOMER ATTEMPTS TO ACCESS 911 IN AN EMERGENCY. Examples include voice over Internet protocol, Centrex, and private branch exchange. Additionally, because T1s and VoIP can cease operating during a power outage, Customer should have a basic business or copper line for elevator, alarm, E911 and other critical functions. By signing this Agreement, Customer acknowledges that Customer has read this disclosure. By proceeding with use of Services, Customer assumes all responsibility and risk of harm, loss, or damage in the event that 911 access fails, is not possible, or does not provide the address, correct address, extension or other information to emergency authorities.

18. Confidentiality. Except when this Agreement is required to be filed with a governmental authority or as may otherwise be required by local, state or federal freedom of information laws, the Parties agree that this Agreement contains proprietary and confidential information and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of Company that are negotiating with Customer in order to execute this Agreement.

19. Telephone Numbers. In no event shall Company be liable for (i) any telephone numbers published or distributed by Customer prior to acceptance of Service at all of the locations covered under the Agreement; or (ii) for any directory publishing error.

20. Miscellaneous. (a) Notices and Electronic Communications: Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered, mailed or faxed to Customer at the address populated above or to Company at Windstream, Attn: Correspondence Division, 1720 Galleria Blvd., Charlotte, NC 28270, Windstreambusinesscustomersupport@windstream.com or at such other address provided to the other party.

CUSTOMER AGREES THAT COMPANY MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING COMPANY'S SERVICES; (b)

Applicable Law: This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided, without regard to that state's conflict of laws principles. If this Agreement covers multiple states, then it is subject to Delaware law, without regard to its conflict of law principles;

(c) Waiver of Jury Trial. **EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.** (d) Assignment: Either party may assign this Agreement to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party but Customer shall provide Company with notice and complete all paperwork necessary to effectuate any change in ownership or other account changes. Otherwise, Customer may not assign its rights and obligations under this Agreement without Company's advance written consent. Any attempted assignment in violation of this provision is void; (e) Third Party Beneficiaries: No third party shall be deemed a beneficiary of this Agreement; (f) Waiver: Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (g) Severability: If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (h) Survival: Sections 14 through 20 survive after this Agreement ends; (i) Handwritten Changes: Handwritten changes are not binding on either party; (j) Use of Products in U.S. Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At Company's request, Customer shall sign written assurances and other export-related documents as may be required for Company to comply with U.S. export regulations; (k) Representation on Authority of Parties/Signatories: Each person signing this Agreement represents and warrants that he or she is duly authorized in accordance with its corporate governance documents and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized in accordance with its corporate governance documents and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

SERVICE SPECIFIC PROVISIONS:

For Dynamic IP Services only:

Customer represents and warrants that it will immediately notify and post alternative dialing instructions to its end-users if any restrictions or limitations to access emergency 911 services a result from its actions including but not limited to: (a) Extending the origination of outbound calling capabilities of the Dynamic IP service outside of the Company Dynamic IP-serviceable area by means of private circuits, wireless service, public networks, the public Internet or other means; (b) Implementing call routing schemes within its applications, systems or networks which may prevent access to emergency services; or (c) Implementing call routing schemes within its applications, systems or networks which may route outbound emergency 911 calls to Public Service Answering Points (PSAPs) other than the PSAP servicing the calling party end-user location. Customer agrees to indemnify and hold Company harmless from all claims, causes of action, damages and judgments arising from restrictions or limitations to access emergency 911 services as a result of customer's actions or inactions in ensuring that all 911 dialed calls are routed to the proper PSAP using Company's dynamic IP service.

For Managed CPE Firewall Services only:

Authorization to Perform Testing. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer hereby grants Company the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service. Customer acknowledges that the Managed CPE Firewall Service constitutes permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to Company are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify Company of such Host arrangement prior to the commencement of any Managed CPE Firewall Service; (ii) obtain Host's written consent for Company to provide the Managed CPE Firewall Service on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide Company with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between Company and Host in connection with the Managed CPE Firewall Service. Customer agrees to indemnify, defend and hold Company and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this section. Customer will indemnify and hold Company and its suppliers harmless from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Managed CPE Firewall Service entail certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Managed CPE Firewall Service; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

With regard to any software components of the Firewall Device, Customer agrees it will not: (i) use or make any copies of the software; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, or distribute the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software. Customer agrees to indemnify, defend and hold Company and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees, which arise out of Customer's failure to comply with the foregoing.

For Private IP VPN Services only:

Encryption. For the IPSec Private IP-VPN Managed solution, Company shall provision and maintain the IPSec tunneling with standard publicly released and generally available encryption software (i.e., currently 3DES encryption) between Customer's Remote Sites and the Hub Location. Customer shall be responsible for registering for and supplying to Company any non-standard encryption software and for complying with all use obligations and restrictions related to such non-standard encryption software (including without limitation export restrictions).

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the Effective Date.

<u>Accepted By Customer</u>	<u>Authorized by Company</u>
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

This offer is voidable by Company if not signed and returned to Company by the 4th day of December, 2013.



SERVICE LOCATION SUMMARY

Service Location Listing - Monthly Recurring Charges

Primary Billing Account Preston School District, #5466547

Quote # 970318

Sales ID 499553

Location Name & Service Address	Access	Data	Equipment	Total
Preston School District 10165 Pringey Ave, PRESTON, OK 74456	\$950.00	\$385.00	\$32.51	\$1,367.51
Total	\$950.00	\$385.00	\$32.51	\$1,367.51

The information set forth on this Service Location Listing sets forth the total Monthly Recurring Charge(s) ("MRC") for each Service Location covered under the Agreement. For the breakdown of MRC charges for each Service Location, along with site specific Usage Fees and Non-Recurring Fee(s) ("NRC"), please refer to the site specific Rate Schedule for each Service Location. By signing below, Customer acknowledges that it has received and reviewed the site specific Rate Schedule(s) to the Agreement, and agrees to the information set forth therein.

The individual signing the Agreement on behalf of Customer is duly authorized to do so.

<u>Accepted By Customer</u>	<u>Authorized by Company</u>
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



RATE SCHEDULE

Customer Name

Customer Name	Preston School District	EAN (Account Number)	5466547
Install Street Address	10165 Pringey Ave	City, State, Zip	PRESTON, OK, 74456
Opportunity ID	745352	Proposal / Quote ID	970318
Contract Term	36		

Bundled Services

Total Qty

Price/Unit

Total Price

Dedicated Internet Bundle

Bandwidth	20 Mbps	--	--
Transport Ethernet	0	--	--
Total Services			\$350.00

Included

Total Qty

Price/Unit

Total Price

Access Loop

Fast Ethernet Local Loop - 20 Mbps Charge	--	1	\$950.00	\$950.00
---	----	---	----------	----------

Internet

ADTRAN-TA908E Charge	--	1	\$32.51	\$32.51
Advanced Managed Router Charge	--	1	\$35.00	\$35.00

Total Features				\$1,017.51
-----------------------	--	--	--	-------------------

Other Charges (Non-Recurring)

Included

Total Qty

Price/Unit

Total Price

Access Loop

Special Construction Install Charge	--	1	\$0.00	\$0.00
Local Loop Install Charge	--	1	\$0.00	\$0.00

Internet

Data Accessories kit 2 Charge	--	1	\$0.00	\$0.00
Advanced Managed Router Install Charge	--	1	\$0.00	\$0.00
Data Installation Charge	--	1	\$0.00	\$0.00

Total Other Charges (Non-Recurring)				\$0.00
--	--	--	--	---------------

Total Solution

Total Price

Total Monthly Recurring Charges	\$1,367.51
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Total Non-Recurring Charges	\$0.00
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In the event Customer's Services include fees associated with installing enterprise data products, including but not limited to, Ethernet Internet Service, MPLS, Hosted VoIP, VoIP and Data, Managed Security or Managed Router, and unless a Proposal provides otherwise, fifty percent (50%) of Customer's non-recurring costs ("NRCs") shall be paid by Customer on the Effective Date, prior to Company starting any work to install the Services. The remaining fifty percent (50%) of the NRCs shall be paid upon receipt of the first invoice after billing has started pursuant to this Section. Customer's NRCs, if any, will be identified in the Proposal. If this is a change or addition to Services currently received by Customer at the service location listed on this Proposal, this Proposal supersedes the existing Proposal or Service Schedule related to the location and the term set forth herein begins upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based is granted to Customer); or (ii) 30 days after delivery of the applicable facility or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent). For existing customers, any rate or Product changes ("Changes") will be effective at the start of the next billing cycle after the Changes have been made, which could be at least two bill cycles from the date of this Proposal. In the event Customer requests after-hours work be done to redesign, reconfigure, or otherwise alter or install new services and Company incurs LEC charges, Company will pass such charges on to Customer, and Customer shall be responsible for the charges.

* Rates are subject to change on 30 days notice via bill message on customer's invoice.

** Additional charges apply for all local, long distance and 8XX features, network access charge, router maintenance, CPE maintenance and directory listings. For the current features pricing, go to <http://www.paetec.com/about-us/notice>.

*** Amounts listed are reasonable approximations based on initial proposal. Actual amounts shall depend on final lease amount set forth in the Customer's Lease Agreement.



APPLICATION FOR CREDIT

Representative: Avaiusini, Kirk J
Representative Phone: 864-331-7026

CUSTOMER INFORMATION

Customer Name: Preston School District
Federal Tax ID or SS Number: _____
Notice Address: 10165 Pringey Ave
City: PRESTON
State: OK Zip: 74456
Tax Exempt Status: _____
EMR: \$1,367.51
Years In Operation: _____
Number Of Employees: _____
Business Structure: _____
Nature Of Business: _____

PARENT COMPANY (If Applicable)

Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____

CUSTOMER CONTACT INFORMATION

Contact Name: Chris Webber
Contact Phone: 918-445-0048
Contact Fax: _____
Contact Email: _____
Principal/Partner/Officer Full Name: _____
AP Contact Name: _____
AP Contact Phone: _____
AP Contact Fax: _____
AP Contact Email: _____
Title: _____

BANK REFERENCE

Bank Name: _____
Address: _____
City: _____
State: _____
Zip: _____
Bank Contact Name: _____
Bank Contact Phone: _____
Bank Contact Fax: _____
Account Number: _____

TRADE REFERENCES

	Vendor	Account Number	Phone	Fax	Contact
1.	_____	_____	_____	_____	_____
Address: _____					
2.	_____	_____	_____	_____	_____
Address: _____					
3.	_____	_____	_____	_____	_____
Address: _____					
Current Local Telco: _____			Current LD Carrier: _____		

Authorization

I hereby represent that I am authorized to submit this application on behalf of the Customer named above, and the information provided is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Company, and its affiliates to investigate the references listed pertaining to my/our credit and financial responsibility sold. I further represent that the customer applying for credit has the financial ability and willingness to pay for all invoices with established terms.

Accepted By Customer

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Exhibit 3: 471 Application

FCC Form 471

Approval by OMB
3060-0806**Schools and Libraries Universal Service
Description of Services Ordered and Certification Form 471****Estimated Average Burden Hours per Response: 4 hours**

This form is designed to help schools and libraries to list the eligible services they have ordered and estimate the annual charges for them so that the Fund Administrator can set aside sufficient support to reimburse providers for services.

Please read instructions before beginning this application. (You can also file online at www.usac.org/sl.)

The instructions include information on the deadlines for filing this application.

Applicant's Form Identifier (Create an identifier for your own reference) PRESTON Y17	Form 471 Application #: 945612 (To be assigned by administrator)
Block 1: Billed Entity Address and Identifications	
<div style="border: 1px solid black; padding: 5px;"><p>1 Name of Billed Entity PRESTON SCHOOL DISTRICT</p><p>2 Funding Year 2014</p><p>3a Entity Number 140205</p><p>3b FCC Registration Number 0012680344</p><p>4a Street Address, P.O. Box, or Route Number 10165 PRINGEY AVENUE</p><p>City PRESTON State OK Zip Code 74456-</p><p>4b Telephone Number (918) 756-3388</p><p>4c Fax Number (918) 756-2122</p><p>5a Type of Application (check only one)</p><p><input type="radio"/> Individual School (individual public or non-public school)</p><p><input checked="" type="radio"/> School District (LEA; public or non-public [e.g. diocesan] local district representing multiple schools)</p><p><input type="radio"/> Library (including library system, library outlet/branch or library consortium as defined under LSTA)</p><p><input type="radio"/> Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libraries)</p><p><input type="radio"/> Statewide application for (enter 2-letter state code) representing (check all that apply)</p><p><input type="checkbox"/> All public schools/districts in the state</p><p><input type="checkbox"/> All non-public schools in the state</p><p><input type="checkbox"/> All libraries in the state</p><p>5b Recipient(s) of Services:</p><p><input type="checkbox"/> Private <input checked="" type="checkbox"/> Public <input type="checkbox"/> Charter</p><p><input type="checkbox"/> Tribal <input type="checkbox"/> Head Start <input type="checkbox"/> State Agency</p></div>	
Entity Number: 140205	Applicant's Form Identifier: PRESTON Y17
Contact Person: Karla Hall or Chris Webber	Contact Phone Number: (918) 445-0048
Block 1: Billed Entity Address and Identifications (continued)	
<div style="border: 1px solid black; padding: 5px;"><p>6a Contact Person's Name Karla Hall or Chris Webber</p><p>If the Contact Person's Street Address is the same as Item 4 above, check here. <input type="checkbox"/> If not, complete Item 6b.</p><p>6b Street Address, P.O. Box, or Route Number NOTE: USAC will use this address to mail correspondence about this form. PO Box 701713</p><p>City Tulsa State OK Zip Code 74170-1713</p><p>Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked and an entry provided.</p><p><input type="checkbox"/> 6c Telephone Number (918) 445 - 0048</p><p><input type="checkbox"/> 6d Fax Number (918) 445 - 0049</p><p><input checked="" type="checkbox"/> 6e E-Mail Address INFO@CRWCONSULTING.COM Re-enter E-mail Address INFO@CRWCONSULTING.COM</p><p>6f Holiday/vacation/summer contact information: please include name of alternate contact (if applicable) and alternate phone, fax or E-mail address</p><p>If a consultant is assisting you with your application process, please complete Item 6g below:</p><p>6g Consultant Name Karla Hall Name of Consultant's Employer CRW Consulting Consultant's Street Address CRW Consulting PO Box 701713 City Tulsa State OK Zip Code 74170 Consultant's Telephone Number (918) 445-0048 Ext. Consultant's Fax Number (918) 445-0049 Consultant's E-mail Address info@crwconsulting.com Re-enter E-mail Address info@crwconsulting.com Consultant Registration Number 16024800</p></div>	
Blocks 2 and 3 [Reserved]	

Entity Number: 140205										Applicant's Form Identifier: PRESTON Y17				
Contact Person: Karla Hall or Chris Webber										Contact Phone Number: (918) 445-0048				
Block 4: Discount Calculation Worksheet														
Worksheet - 1630790														
Page 1 of 1														
<p>The Block 4 worksheet is used to calculate your discount for services. You will complete one or more worksheets depending on the type of application you are filing. If you file more than one worksheet, please number the completed worksheets to assure that they are all processed correctly. Please refer to the instructions for information specific to the Type of Application you indicated in Block 1, Item 5.</p> <p><input type="checkbox"/> Check here if this worksheet contains all eligible entities in the school district or library system.</p>														
<p>9a List entities and calculate discount(s): (For Administrator's Use)</p> <p>School District or Library System Name: <u>PRESTON ELEMENTARY SCHOOL</u> School District or Library System Entity Number: <u>84932</u></p>														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Name of Eligible Entity	Entity Number AND NCES Code (for Schools) or FSCS Code (for Libraries)	Urban or Rural U or R	Total Number of Students	Number of Students Eligible for NSLP	Percent of Students Eligible for NSLP (Col. 5 / Col. 4)	Disc. from Disc. Matrix	New Construction	Admin Entity or NIF	Alt Disc Mech	Weighted Product for Calculating Shared Discount (Col. 4 x Col. 7)	Insert appropriate codes(s): P= pre-K, H = Head Start, A = Adult Education, J = Juvenile Justice, E = ESA, D = Dormitory	Entity Number of School District in which Library Outlet/Branch is Located	Discount of Member Entity	Shared Discount
ALL ENTITIES			SCHOOLS AND LIBRARIES							Schools with shared services	Schools	Library Outlet/Branch	Consortia	
PRESTON ELEMENTARY SCHOOL	84932 40 25050 01314	R	348	187	53.736%	80	N	N	N	27840	P			
OLD HIGH SCHOOL	16064825	R	115	50	43.478%	70	N	N	N	8050				
PRESTON ELEMENTARY SCHOOL	84932 40 25050 01314	R	348	187	53.736%	80	N	N	N	27840	P			
PRESTON ELEMENTARY SCHOOL	84932 40 25050 01314	R	348	187	53.736%	80	N	N	N	27840	P			
PRESTON HIGH SCHOOL	84933 40 25050 01315	R	139	72	51.799%	80	N	N	N	11120				
PRESTON HIGH SCHOOL	84933 40 25050 01315	R	139	72	51.799%	80	N	N	N	11120				
PRESTON HIGH SCHOOL	84933 40 25050 01315	R	139	72	51.799%	80	N	N	N	11120				
PRESTON HIGH SCHOOL	84933 40 25050 01315	R	139	72	51.799%	80	N	N	N	11120				
CAFETERIA	16025244	R	0	0	0.000%	78	N	N	N	0				
CAFETERIA	16025244	R	0	0	0.000%	78	N	N	N	0				
CAFETERIA	16025244	R	0	0	0.000%	78	N	N	N	0				
CAFETERIA	16025244	R	0	0	0.000%	78	N	N	N	0				
LIBRARY	16025245	R	0	0	0.000%	78	N	N	N	0				
LIBRARY	16025245	R	0	0	0.000%	78	N	N	N	0				
LIBRARY	16025245	R	0	0	0.000%	78	N	N	N	0				
LIBRARY	16025245	R	0	0	0.000%	78	N	N	N	0				
OLD GYM	16025246	R	0	0	0.000%	78	N	N	N	0				
OLD GYM	16025246	R	0	0	0.000%	78	N	N	N	0				
OLD GYM	16025246	R	0	0	0.000%	78	N	N	N	0				
OLD GYM	16025246	R	0	0	0.000%	78	N	N	N	0				
MIDDLE SCHOOL	16049910	R	0	0	0.000%	78	N	N	N	0				
MIDDLE SCHOOL	16049910	R	0	0	0.000%	78	N	N	N	0				
MIDDLE SCHOOL	16049910	R	0	0	0.000%	78	N	N	N	0				
MIDDLE SCHOOL	16049910	R	0	0	0.000%	78	N	N	N	0				
OLD ELEMENTARY	16049911	R	0	0	0.000%	78	N	N	N	0				
OLD ELEMENTARY	16049911	R	0	0	0.000%	78	N	N	N	0				
OLD ELEMENTARY	16049911	R	0	0	0.000%	78	N	N	N	0				
OLD ELEMENTARY	16049911	R	0	0	0.000%	78	N	N	N	0				
PRE-K BUILDING	16049912	R	0	0	0.000%	78	N	N	N	0				
PRE-K BUILDING	16049912	R	0	0	0.000%	78	N	N	N	0				
PRE-K BUILDING	16049912	R	0	0	0.000%	78	N	N	N	0				
PRE-K BUILDING	16049912	R	0	0	0.000%	78	N	N	N	0				
OLD HIGH SCHOOL	16064825	R	115	50	43.478%	70	N	N	N	8050				
OLD HIGH SCHOOL	16064825	R	115	50	43.478%	70	N	N	N	8050				
OLD HIGH SCHOOL	16064825	R	115	50	43.478%	70	N	N	N	8050				
PRESTON ELEMENTARY SCHOOL	84932 40 25050 01314	R	348	187	53.736%	80	N	N	N	27840	P			
<p>9b Shared Services</p> <p>SCHOOL DISTRICTS: (Including groups of schools within school districts.) Calculate the totals of Columns 4 and 11. Divide the total of Column 11 by the total of Column 4. Enter the result in Column 15.</p> <p>LIBRARY SYSTEMS: Calculate the total of Column 7. Divide this total by the number of outlets/branches. Enter the result in Column 15.</p> <p>CONSORTIA: Calculate the total of Column 14. Divide this total by the number of member entities. Enter the result in Column 15.</p>														

Entity Number: 140205		Applicant's Form Identifier: PRESTON Y17																												
Contact Person: Karla Hall or Chris Webber		Contact Phone Number: (918) 445-0048																												
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Entity Number: 140205	Applicant's Form Identifier: PRESTON Y17
Contact Person: Karla Hall or Chris Webber	Contact Phone Number: (918) 445-0048

Block 5 (Continued):

24 Description of Broadband and other Connectivity Services Ordered for Schools and Libraries from this funding request

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Complete the information below for this funding request only if requesting **Telecommunications Services** or **Internet Access** for the purpose of providing broadband and other types of connectivity to school and/or library facilities.

☐

Check this box if this request is for services or equipment that do **not** provide broadband or connectivity. For instance, check the box if this funding request is for internal connections, basic maintenance, or requests for services like e-mail or phone service.

a

Which technology(ies) and speed(s) are being provided in this Funding Request? Please list the number of lines and average download speed for the lines included in this funding request. If there are multiple download speeds for the lines within one type of broadband connection, this form provides two additional lines per broadband connection category. If you need additional space, please make copies of this page and number the completed pages to assure that they are all processed correctly. A response to this item is not a substitute for a complete response to Item 21 but should be consistent with the description of services in the response to Item 21. Please ask your service provider if you need assistance.

Type of Connection	Number of lines included in this FRN	Download speed per line in Mbps
Fiber optic/OC-x	1	10

b

If the Internet service is available to students or patrons in more than just a single location or office, please indicate:

1.

If the access is provided by wired connections, approximately what percentage of the school classroom or public library rooms included in the Block 4 worksheet for this FRN will have access to wired drops? 100 %

2.

If the access is provided by Wi-Fi connections, approximately what percentage of the school classroom or public library rooms included in the Block 4 worksheet for this FRN will have access to a Wi-Fi signal? 92 %

c

For consortia and statewide applications, do the connections in this FRN include the last mile connection to the school or library? ☐ Yes ☐ No
If **no** above, are these connections only for backbone connections? ☐ Yes ☐ No

Entity Number: 140205		Applicant's Form Identifier: PRESTON Y17																															
Contact Person: Karla Hall or Chris Webber		Contact Phone Number: (918) 445-0048																															
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Contact Person: Karla Hall or Chris Webber	Contact Phone Number: (918) 445-0048

Block 5 (Continued):

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Type of Connection	Number of lines included in this FRN	Download speed per line in Mbps
Fiber optic/OC-x	1	6

b

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Entity Number: 140205	Applicant's Form Identifier: PRESTON Y17
Contact Person: Karla Hall or Chris Webber	Contact Phone Number: (918) 445-0048

Block 5 (Continued):

24 Description of Broadband and other Connectivity Services Ordered for Schools and Libraries from this funding request

☐ Complete the information below for this funding request only if requesting **Telecommunications Services** or **Internet Access** for the purpose of providing broadband and other types of connectivity to school and/or library facilities.

☒ Check this box if this request is for services or equipment that do **not** provide broadband or connectivity. For instance, check the box if this funding request is for internal connections, basic maintenance, or requests for services like e-mail or phone service.

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Type of Connection	Number of lines included in this FRN	Download speed per line in Mbps

b If the Internet service is available to students or patrons in more than just a single location or office, please indicate:

1.	If the access is provided by wired connections, approximately what percentage of the school classroom or public library rooms included in the Block 4 worksheet for this FRN will have access to wired drops? ____%
2.	If the access is provided by Wi-Fi connections, approximately what percentage of the school classroom or public library rooms included in the Block 4 worksheet for this FRN will have access to a Wi-Fi signal? ____%

c For consortia and statewide applications, do the connections in this FRN include the last mile connection to the school or library? ☐ Yes ☐ No
 If no above, are these connections only for backbone connections? ☐ Yes ☐ No

Entity Number: 140205		Applicant's Form Identifier: PRESTON Y17																												
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Entity Number: 140205	Applicant's Form Identifier: PRESTON Y17
Contact Person: Karla Hall or Chris Webber	Contact Phone Number: (918) 445-0048

Block 5 (Continued):

24 Description of Broadband and other Connectivity Services Ordered for Schools and Libraries from this funding request

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Type of Connection	Number of lines included in this FRN	Download speed per line in Mbps
Fiber optic/OC-x	1	1000

b

If the Internet service is available to students or patrons in more than just a single location or office, please indicate:

1.

If the access is provided by wired connections, approximately what percentage of the school classroom or public library rooms included in the Block 4 worksheet for this FRN will have access to wired drops? 100 %

2.

If the access is provided by Wi-Fi connections, approximately what percentage of the school classroom or public library rooms included in the Block 4 worksheet for this FRN will have access to a Wi-Fi signal? 92 %

c

For consortia and statewide applications, do the connections in this FRN include the last mile connection to the school or library? ☐ Yes ☐ No
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Entity Number: 140205	Applicant's Form Identifier: PRESTON Y17
Contact Person: Karla Hall or Chris Webber	Contact Phone Number: (918) 445-0048

Block 5 (Continued):

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Entity Number: 140205	Applicant's Form Identifier: PRESTON Y17
Contact Person: Karla Hall or Chris Webber	Contact Phone Number: (918) 445-0048

Block 6: Certifications and Signature

25 ☐ I certify that the entities listed in Block 4 of this application are eligible for support because they are: (Check one or both.)

a ☒ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38)**, that do not operate as for-profit businesses and do not have endowments exceeding \$50 million; and/or

b ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools, including, but not limited to, elementary, secondary schools, colleges, or universities.

26 ☐ I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

a Total funding year pre-discount amount on this Form 471 (Add the entries from Items 23l on all Block 5 Discount Funding Requests.)	132109.67
b Total funding commitment request amount on this Form 471 (Add the entries from Items 23K on all Block 5 Discount Funding Requests.)	103045.54
c Total applicant non-discount share (Subtract Item 26b from Item 26a.)	29064.13
d Total budgeted amount allocated to resources not eligible for E-rate support	
e Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 26c and 26d.)	29064.13
f <input type="checkbox"/> Check this box if you are receiving any of the funds in Item 26e directly from a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Item 26e.	

27 ☐ I certify that, if required by Commission rules, all of the individual schools and libraries receiving services under this form are covered by technology plans that do or will cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body or an SLD-certified technology plan approver prior to the commencement of service.

Or ☒ I certify that no technology plan is required by Commission rules.

28 ☐ I certify that (if applicable) I posted my Form 470 and (if applicable) made any related RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals.

29 ☐ I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

30 ☐ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. §§ 54.500, 54.513. Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

31 ☐ I certify that I and the entity(ies) I represent have complied with all program rules, including recordkeeping requirements, and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts covering all of the services listed on this Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

Entity Number: 140205		Applicant's Form Identifier: PRESTON Y17	
Contact Person: Karla Hall or Chris Webber		Contact Phone Number: (918) 445-0048	

Block 6: Certification and Signature (Continued)

32 ☐ I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

33 ☐ I certify that I will retain required documents for a period of at least five years (or whatever retention period is required by the rules in effect at the time of this certification) after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

34 ☐ I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

35 ☐ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

36 ☐ I certify that if any of the Funding Requests on this Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504(g)(1), (2).

37 ☐ I certify that this funding request does not constitute a request for internal connections services, except basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years as required by the Commission's rules at 47 C.F.R. § 54.506(c).

38 ☐ I certify that the non-discount portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services featured on this Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

39 Signature of authorized person <input checked="" type="checkbox"/>	40 Date 03/20/2014
---	--------------------

41 Printed name of authorized person Chris Webber

42 Title or position of authorized person Consultant

☐ Check here if the consultant in Item 6g is the Authorized Person.

43a Street Address, P.O. Box, or Route Number
PO Box 701713

City Tulsa
State OK Zip Code 74170-1713

Entity Number: 140205		Applicant's Form Identifier: PRESTON Y17	
Contact Person: Karla Hall or Chris Webber		Contact Phone Number: (918) 445-0048	
43b	Telephone Number of authorized Person	(918) 445-0048	Ext.
43c	Fax Number of Authorized Person	(918) 445-0049	
43d	E-mail Address of authorized Person	info@crwconsulting.com	
	Re-enter E-mail Address	info@crwconsulting.com	
43e	Name of Authorized Person's Employer		

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504(c). The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public.

If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:
SLD-Form 471
P.O. Box 7026
Lawrence, Kansas 66044-7026

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:
SLD Forms
ATTN: SLD Form 471
3833 Greenway Drive
Lawrence, Kansas 66046
(888) 203-8100

FCC Form 471 - December 2013

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Exhibit 4: Notification of Commitment Adjustment Letter



Notification of Commitment Adjustment Letter

Funding Year 2014: July 1, 2014 - June 30, 2015

August 15, 2016

Karla Hall or Chris Webber
PRESTON SCHOOL DISTRICT
PO Box 701713
Tulsa, OK 74170 1713

Re: Form 471 Application Number:	945612
Funding Year:	2014
Applicant's Form Identifier:	PRESTON Y17
Billed Entity Number:	140205
FCC Registration Number:	0012680344
SPIN:	143035519
Service Provider Name:	Meet Point Networks LLC
Service Provider Contact Person:	Beverley Fielding

Our routine review of Schools and Libraries Program (SLP) funding commitments has revealed certain applications where funds were committed in violation of SLP rules.

In order to be sure that no funds are used in violation of SLP rules, the Universal Service Administrative Company (USAC) must now adjust your overall funding commitment. The purpose of this letter is to make the required adjustments to your funding commitment, and to give you an opportunity to appeal this decision. USAC has determined the applicant is responsible for all or some of the violations. Therefore, the applicant is responsible to repay all or some of the funds disbursed in error (if any).

This is NOT a bill. If recovery of disbursed funds is required, the next step in the recovery process is for USAC to issue you a Demand Payment Letter. The balance of the debt will be due within 30 days of that letter. Failure to pay the debt within 30 days from the date of the Demand Payment Letter could result in interest, late payment fees, administrative charges and implementation of the "Red Light Rule." The FCC's Red Light Rule requires USAC to dismiss pending FCC Form 471 applications if the entity responsible for paying the outstanding debt has not paid the debt, or otherwise made satisfactory arrangements to pay the debt within 30 days of the notice provided by USAC. For more information on the Red Light Rule, please see <https://www.fcc.gov/encyclopedia/red-light-frequently-asked-questions>.

TO APPEAL THIS DECISION:

If you wish to appeal the Commitment Adjustment Decision indicated in this letter to USAC, your appeal must be received or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and email address (if available) for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Identify the date of the Notification of Commitment Adjustment Letter and the Funding Request Number(s) (FRNs) you are appealing. Your letter of appeal must include the
 - Billed Entity Name,
 - Form 471 Application Number,
 - Billed Entity Number, and
 - FCC Registration Number (FCC RN) from the top of your letter.
3. When explaining your appeal, copy the language or text from the Notification of Commitment Adjustment Letter that is the subject of your appeal to allow USAC to more readily understand your appeal and respond appropriately. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal including any correspondence and documentation.
4. If you are an applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are a service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
5. Provide an authorized signature on your letter of appeal.

We strongly recommend that you use one of the electronic filing options. To submit your appeal to USAC by email, email your appeal to appeals@sl.universalservice.org or submit your appeal electronically by using the "Submit a Question" feature on the USAC website. USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to us by fax, fax your appeal to (973) 599-6542.

To submit your appeal to us on paper, send your appeal to:

Letter of Appeal
Schools and Libraries Program - Correspondence Unit
30 Lanidex Plaza West
PO Box 685
Parsippany, NJ 07054-0685

For more information on submitting an appeal to USAC, see "Appeals" in the "Schools and Libraries" section of the USAC website.

FUNDING COMMITMENT ADJUSTMENT REPORT

On the pages following this letter, we have provided a Funding Commitment Adjustment Report (Report) for the Form 471 application cited above. The enclosed Report includes the Funding Request Number(s) from your application for which adjustments are necessary. See the "Guide to USAC Letters" posted at <http://www.usac.org/sl/tools/samples.aspx> for more information on each of the fields in the Report. USAC is also sending this information to your service provider(s) for informational purposes. If USAC has determined the service provider is also responsible for any rule violation on the FRN(s), a separate letter will be sent to the service provider detailing the necessary service provider action.

Note that if the Funds Disbursed to Date amount is less than the Adjusted Funding Commitment amount, USAC will continue to process properly filed invoices up to the Adjusted Funding Commitment amount. Review the Funding Commitment Adjustment Explanation in the attached Report for an explanation of the reduction to the commitment(s). Please ensure that any invoices that you or your service provider(s) submits to USAC are consistent with SLP rules as indicated in the Funding Commitment Adjustment Explanation. If the Funds Disbursed to Date amount exceeds your Adjusted Funding Commitment amount, USAC will have to recover some or all of the disbursed funds. The Report explains the exact amount (if any) the applicant is responsible for repaying.

Schools and Libraries Program
Universal Services Administrative Company

cc: Beverley Fielding
Meet Point Networks LLC

Funding Commitment Adjustment Report for
Form 471 Application Number: 945612

Funding Request Number: 2574723
Services Ordered: INTERNET ACCESS
SPIN: 143035519
Service Provider Name: Meet Point Networks LLC
Contract Number: N/A
Billing Account Number:
Site Identifier: 140205
Original Funding Commitment: \$51,325.56
Commitment Adjustment Amount: \$51,325.56
Adjusted Funding Commitment: \$0.00
Funds Disbursed to Date: \$29,129.28
Funds to be Recovered from Applicant: \$29,129.28
Funding Commitment Adjustment Explanation:

After a thorough investigation, it has been determined that this funding commitment must be rescinded in full. Based on the documentation you provided during the Special Compliance Review, FY 2014 FRN 2574723 will be denied because you did not select the most cost-effective bid proposal. FCC rules state that in selecting a provider of eligible services, applicants must carefully consider all bids submitted and must select the most cost-effective service offering. In determining which service offering is the most cost-effective, entities may consider relevant factors other than the pre-discount prices submitted by providers, but price should be the primary factor considered. The FCC further codified in the Ysleta Order that in evaluating bids from prospective service providers, applicants must select the most cost-effective offering from the bids received. The selected bid must itself be cost-effective compared to prices available commercially and stated that "there may be situations...where the price of services is so exorbitant that it cannot, on its face, be cost-effective. For instance, a proposal to sell...at prices two to three times greater than the prices available from commercial vendors would not be cost-effective, absent extenuating circumstances." You posted requests for "seeking to upgrade to 20 MB, but will consider additional bandwidths" on FCC Form 470# 790640001144335 and the associated RFP. You received a bid from Meetpoint offering these specific services at an amount of \$5,483.50 per month for 10 MB, a bid from OneNet offering these specific services at an amount of \$1,143 monthly for 20 MBPS, a bid from Windstream for \$1,367.51 for 10 MB. All bids are for the specific services requested on the Form 470. You selected a bid from Meetpoint for an amount of \$5,483.50 monthly. The bid chosen is over three times more costly than the bid offering from OneNet and Windstream. You received two bids at a less expensive rate for a higher bandwidth. This violates the FCC requirement that applicants select the most cost-effective offering from the bids received absent extenuating circumstances. During the review you did not present extenuating circumstances which mitigates your choice of a bid over two to three times greater than the price available from another commercial vendor. Therefore, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

Exhibit 5: Administrator's Decision on Appeal



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2014-2015

October 25, 2016

Chris Webber
CRW Consulting
Preston School District
PO Box 701713
Tulsa, OK 74170-1713

Re: Applicant Name: PRESTON SCHOOL DISTRICT
Billed Entity Number: 140205
Form 471 Application Number: 945612
Funding Request Number(s): 2574723
Your Correspondence Dated: October 12, 2016

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2014 Notification of Commitment Adjustment Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision. If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 2574723
Decision on Appeal: **Denied**
Explanation:

- USAC denied your Appeal based on the documentation provided. Preston School District Funding Request Number (FRN) 2574723 was denied because it was determined that the costs of the products and services in your funding request were significantly higher than the costs generally available in your marketplace for the same or similar products or services. There is no evidence that the reason for the excessive costs is due to extenuating circumstances. You have not demonstrated on appeal that USAC's determination was incorrect. Consequently, USAC denies your Appeal.
- FCC rules require that applicants select the most cost-effective products and/or services offering with price being the primary factor. Applicants may take other

factors into consideration, but in selecting the winning bid, price must be given more weight than any other single factor. *See* 47 C.F.R. sec. 54.511(a); also, Request for Review of the Decision of the Universal Service Administrator by Ysleta Independent School District, El Paso, Texas, et al., Federal-State Joint Board on Universal Service, Changes to the Board of Directors of the National Exchange Carrier Association, Inc., SLD Nos. 321479, et al., CC Docket Nos. 96-45, 97-21, Order, 18 FCC Rcd 26407, 26429, FCC 03-313 para. 50 (rel. Dec. 8, 2003). Ineligible products and services may not be factored into the cost-effective evaluation. *See* Common Carrier Bureau Reiterates Services Eligible for Discounts to Schools and Libraries, CC Docket No. 96-45, Public Notice, 13 FCC Rcd 16570, DA 98-1110 (rel. Jun. 11, 1998).

Since your appeal was denied in full, dismissed or cancelled, you may file an appeal with the FCC. Your appeal must be postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found under the Reference Area/"Appeals" of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company

Exhibit 6: Bid Evaluations

**BID EVALUATION SHEET – Full
Erate Year 2014**


1. **Service that is being evaluated:** INTERNET ACCESS
Examples include: Internet access, local phone service, long distance service, cell phone service, wireless data plan service, WAN connectivity
2. **Company that has submitted bid:** Net Wolves
3. **Service level from the bid that is being evaluated:** 50 Mb 2541/50=\$50.82
Examples include: Internet access – 200 mb, local phone – 50 lines, cell phones – unlimited pooled minutes, wireless data plans – 500 Mb, WAN Connectivity – (5) 1 Gb circuits. You may have to determine per-unit pricing (cost per Mb, for example) to compare bids submitted from different companies at different service levels.

POINTS MUST BE AWARDED IN ALL CATEGORIES. DO NOT WRITE "N/A" IN ANY CATEGORY.

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS & SERVICES	25	25
SERVICE HISTORY	20	1
EXPERTISE OF COMPANY	20	1
UNDERSTANDING OF NEEDS/COMPLETENESS OF BIDS	20	1
LOCATION OF COMPANY	15	2
TOTAL POINTS	100	30

Bid Evaluated by (one person per sheet): Pamela Snowden

Date: 10-28-2013

Signature: 

**BID EVALUATION SHEET – Full
Erate Year 2014**

1. **Service that is being evaluated:** INTERNET ACCESS
Examples include: Internet access, local phone service, long distance service, cell phone service, wireless data plan service, WAN connectivity
2. **Company that has submitted bid:** OneNet
3. **Service level from the bid that is being evaluated:** 20 Mb 1143/20= \$57.15
Examples include: Internet access – 200 mb, local phone – 50 lines, cell phones – unlimited pooled minutes, wireless data plans – 500 Mb, WAN Connectivity – (5) 1 Gb circuits. You may have to determine per-unit pricing (cost per Mb, for example) to compare bids submitted from different companies at different service levels.

POINTS MUST BE AWARDED IN ALL CATEGORIES. DO NOT WRITE "N/A" IN ANY CATEGORY.

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS & SERVICES	25	23
SERVICE HISTORY	20	10
EXPERTISE OF COMPANY	20	15
UNDERSTANDING OF NEEDS/COMPLETENESS OF BIDS	20	1
LOCATION OF COMPANY	15	7
TOTAL POINTS	100	56

Bid Evaluated by (one person per sheet): Pamela Snowden

Date: 10-28-2013

Signature: Pamela Snowden

**BID EVALUATION SHEET – Full
Erate Year 2014**

1. **Service that is being evaluated:** INTERNET ACCESS
Examples include: Internet access, local phone service, long distance service, cell phone service, wireless data plan service, WAN connectivity
2. **Company that has submitted bid:** Windstream
3. **Service level from the bid that is being evaluated:** 20 Mb 1367.51/20 = \$68.38
Examples include: Internet access – 200 mb, local phone – 50 lines, cell phones – unlimited pooled minutes, wireless data plans – 500 Mb, WAN Connectivity – (5) 1 Gb circuits. You may have to determine per-unit pricing (cost per Mb, for example) to compare bids submitted from different companies at different service levels.

POINTS MUST BE AWARDED IN ALL CATEGORIES. DO NOT WRITE "N/A" IN ANY CATEGORY.

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS & SERVICES	25	20
SERVICE HISTORY	20	15
EXPERTISE OF COMPANY	20	15
UNDERSTANDING OF NEEDS/COMPLETENESS OF BIDS	20	1
LOCATION OF COMPANY	15	10
TOTAL POINTS	100	61

Bid Evaluated by (one person per sheet): Pamela Snowden

Date: 10-28-2013

Signature: 

**BID EVALUATION SHEET – Full
Erate Year 2014**

1. **Service that is being evaluated:** INTERNET ACCESS
Examples include: Internet access, local phone service, long distance service, cell phone service, wireless data plan service, WAN connectivity
2. **Company that has submitted bid:** Skyryder
3. **Service level from the bid that is being evaluated:** 50 Mb 3995/50= \$79.90
Examples include: Internet access – 200 mb, local phone – 50 lines, cell phones – unlimited pooled minutes, wireless data plans – 500 Mb, WAN Connectivity – (5) 1 Gb circuits. You may have to determine per-unit pricing (cost per Mb, for example) to compare bids submitted from different companies at different service levels

POINTS MUST BE AWARDED IN ALL CATEGORIES. DO NOT WRITE "N/A" IN ANY CATEGORY.

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS & SERVICES	25	15
SERVICE HISTORY	20	10
EXPERTISE OF COMPANY	20	10
UNDERSTANDING OF NEEDS/COMPLETENESS OF BIDS	20	1
LOCATION OF COMPANY	15	7
TOTAL POINTS	100	43

Bid Evaluated by (one person per sheet): Pamela Snowden

Date: 10-28-2013

Signature: Pamela Snowden

**BID EVALUATION SHEET – Full
Erate Year 2014**

1. **Service that is being evaluated:** INTERNET ACCESS
Examples include: Internet access, local phone service, long distance service, cell phone service, wireless data plan service, WAN connectivity
2. **Company that has submitted bid:** BTC
3. **Service level from the bid that is being evaluated:** 20 Mb 2745/20= \$136.25
Examples include: Internet access – 200 mb, local phone – 50 lines, cell phones – unlimited pooled minutes, wireless data plans – 500 Mb, WAN Connectivity – (5) 1 Gb circuits. You may have to determine per-unit pricing (cost per Mb, for example) to compare bids submitted from different companies at different service levels.

POINTS MUST BE AWARDED IN ALL CATEGORIES. DO NOT WRITE "N/A" IN ANY CATEGORY.

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS & SERVICES	25	14
SERVICE HISTORY	20	2
EXPERTISE OF COMPANY	20	1
UNDERSTANDING OF NEEDS/COMPLETENESS OF BIDS	20	1
LOCATION OF COMPANY	15	7
TOTAL POINTS	100	25

Bid Evaluated by (one person per sheet): Pamela Snowden

Date: 10-28-2013

Signature: Pamela Snowden

**BID EVALUATION SHEET – Full
Erate Year 2014**

1. **Service that is being evaluated:** INTERNET ACCESS
Examples include: Internet access, local phone service, long distance service, cell phone service, wireless data plan service, WAN connectivity
2. **Company that has submitted bid:** Airlink
3. **Service level from the bid that is being evaluated:** 20 Mb 3500/20= \$175.00
Examples include: Internet access – 200 mb, local phone – 50 lines, cell phones – unlimited pooled minutes, wireless data plans – 500 Mb, WAN Connectivity – (5) 1 Gb circuits. You may have to determine per-unit pricing (cost per Mb, for example) to compare bids submitted from different companies at different service levels.

POINTS MUST BE AWARDED IN ALL CATEGORIES. DO NOT WRITE "N/A" IN ANY CATEGORY.

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS & SERVICES	25	12
SERVICE HISTORY	20	15
EXPERTISE OF COMPANY	20	18
UNDERSTANDING OF NEEDS/COMPLETENESS OF BIDS	20	15
LOCATION OF COMPANY	15	15
TOTAL POINTS	100	75

Bid Evaluated by (one person per sheet): Pamela Snowden

Date: 10-28-2013

Signature: Pamela Snowden

**BID EVALUATION SHEET – Full
Erate Year 2014**

1. **Service that is being evaluated:** INTERNET ACCESS
Examples include: Internet access, local phone service, long distance service, cell phone service, wireless data plan service, WAN connectivity
2. **Company that has submitted bid:** Meet Point
3. **Service level from the bid that is being evaluated:** 10 Mb 5483/10= \$548.35
Examples include: Internet access – 200 mb, local phone – 50 lines, cell phones – unlimited pooled minutes, wireless data plans – 500 Mb, WAN Connectivity – (5) 1 Gb circuits. You may have to determine per-unit pricing (cost per Mb, for example) to compare bids submitted from different companies at different service levels.

POINTS MUST BE AWARDED IN ALL CATEGORIES. DO NOT WRITE "N/A" IN ANY CATEGORY.

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS & SERVICES	25	5
SERVICE HISTORY	20	20
EXPERTISE OF COMPANY	20	20
UNDERSTANDING OF NEEDS/COMPLETENESS OF BIDS	20	20
LOCATION OF COMPANY	15	15
TOTAL POINTS	100	80

Bid Evaluated by (one person per sheet): Pamela Snowden

Date: 10-28-2013

Signature: Pamela Snowden